



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

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Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

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11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

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16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

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25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

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42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
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*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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Revise Article 54 as follows:

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~~Pharmacy Technician—Investigational Services~~

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~~Pharmacy Technician Acute~~
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Communications Specialist
Lab Processing Technician
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*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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~~Certified Occupational Therapy Assistant~~
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Physical Therapist Assistant
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Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
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13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

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See Attached.

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

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Pharmacy Technician Ambulatory
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TECH LEVEL II

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~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

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~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
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12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

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ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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Revise Article 54 as follows:

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Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

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~~Pharmacy Technician Acute~~
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Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
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~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
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~~Specialized Histology Technician~~ **Histotechnician II**
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Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

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LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

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Pharmacy Technician Ambulatory
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TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour
G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
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Red Book

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WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
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16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

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Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
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WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

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Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

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See Attached.

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- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
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- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
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16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

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25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

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The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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Orthotics/Prosthetic Technician

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Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
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Cardiology Technician

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Medical Lab Technician
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~~Registered Radiologic Technologist~~
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Surgical Technologist
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Anesthesia Technician
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Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
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~~Diagnostic Sonographer~~
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~~Radiation Therapist~~
Interventional Technologist
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~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
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3	\$17.66	\$18.75	\$19.32	\$19.47
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6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

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Lab Processing Technician
Lab Processing Technician - Client Services

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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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~~Certified Occupational Therapy Assistant~~
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Behavioral Health Technician
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Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

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4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
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41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

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43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

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44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

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53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
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THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

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The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
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16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

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The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

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3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
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Adding the following language to help prevent problematic layoffs like in 2020.

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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
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15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
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2002 London Road, Duluth MN 55812

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ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

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44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

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53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
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THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

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LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
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15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.

Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
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Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

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42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
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2002 London Road, Duluth MN 55812

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44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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- Article 53.10 (Histology Technician grid move)

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53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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THREE NEW LETTERS OF UNDERSTANDING

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

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Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
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15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

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43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

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*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

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Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.

Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



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2002 London Road, Duluth MN 55812

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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

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In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
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Red Book

Tentative Agreement Summary

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Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

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ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

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Revise Article 54 as follows:

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ECG Technician
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~~Pharmacy Technician—Investigational Services~~

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~~Pharmacy Technician Acute~~
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Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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TECH LEVEL IV

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~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
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~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~**Histotechnician**
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Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
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Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
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14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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- Article 53.10 (Histology Technician grid move)

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53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

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TECH LEVEL II

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~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

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This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
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10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

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11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
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16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

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Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

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10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

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11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

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[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

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- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
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- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

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The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

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“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

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The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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Orthotics/Prosthetic Technician

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Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
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Cardiology Technician

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~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
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Polysomnographic Technologist
~~Mammography Technologist~~
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TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
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12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
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- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
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- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

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The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

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LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

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Pharmacy Technician Ambulatory
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~~Pharmacy Technician Acute~~
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Communications Specialist
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Lab Processing Technician - Client Services

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Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

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Orthotics/Prosthetic Technician

TECH LEVEL IV

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~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

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START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 **The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.**

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
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Red Book

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This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

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RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

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Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
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8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
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Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

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Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

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- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

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53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

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55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
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THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
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16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
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Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

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32.1 - Adding language to reference applicable LOU for vision northland building.

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The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45 days) of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

TECH LEVEL I

ECG Technician
Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
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Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

	Tier 1	Tier 2	Tier 3	Tier 4
START	\$16.99	\$17.66	\$18.21	\$18.34
1	\$17.35	\$18.02	\$18.55	\$18.72
2	\$17.49	\$18.35	\$18.91	\$19.11
3	\$17.66	\$18.75	\$19.32	\$19.47
4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98



Red Book

Tentative Agreement Summary

This is a simplified SUMMARY of the proposed changes to our 2020-2022 Collective Bargaining Agreement (CBA). Copies of the COMPLETE Tentative Agreement packet are available for members to pick up at the Local Office and will also be available at the ratification vote.

If the contract ratifies (which means the membership vote to ACCEPT these changes) only the articles referred to in this document would be changing.

Anything written in **BLUE** is language that would be added to the CBA.
Anything written in **RED** or ~~struck through~~ is language that would be removed.

Any article of the CBA that is not specifically mentioned in this summary, will remain “as is” in the 2020-2022 contract.

RATIFICATION VOTE

WHERE: BASEMENT of the DULUTH LABOR TEMPLE in HALL “B”
2002 London Road, Duluth MN 55812

WHEN: **Monday** August 23, 2021, 6:00 AM until 6:30 PM
Tuesday August 24, 2021, 6:00 AM until 7:00 PM

Your Red Book Negotiating committee will be on hand both days to answer your questions, address any concerns and fully explain all aspects of the Summary /Tentative Agreement Packet.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 - Revising language so that the employer will have to meet with the union one month in advance rather than only one **WEEK** in advance of technological changes being made.

ARTICLE 11. UNION SECURITY AND DUES DEDUCTION

11.3 - Revision to reflect the new process Essentia is using to distribute the dues authorization cards and contracts to new employees. The company is no longer conducting “General Orientation” days, therefore that specific language is being omitted and new language added to reflect the utilization of electronic dues cards, electronic copies of the contract as well giving the union time and a platform (TEAMS) to meet with new members.

ARTICLE 16. DISCIPLINE AND TERMINATION OF EMPLOYMENT

16.2 - Revision to reflect current practice that disciplines (CAPs) are provided to the Local Union Office rather than the unit president.

ARTICLE 25. LOW NEED

25.1- Revision to language to allow for full and part time workers the opportunity to volunteer for low need prior to casuals being mandated to go home.

Also adding additional language to help clarify workers options to receive PTO/Vacation when volunteering or being assigned low need.

Adding the following language to help prevent problematic layoffs like in 2020.

[In the event of a pandemic, as declared by the local, state, or federal government, the Employer reserves the right to increase assigned low need by sixteen \(16\) hours in a contract year. The Employer will notify the Union in advance of making this change.](#)

25.2 - Fix typo; [Article 25.1\(6\)](#) ~~four~~ (5)

ARTICLE 28 – VACANCIES

28.2 - Revision of language to reflect the current process, that job postings are posted electronically rather than a hard copy.

ARTICLE 32– BULLETIN BOARDS

32.1 - Adding language to reference applicable LOU for vision northland building.

ARTICLE 38. DRUG AND ALCOHOL TESTING

38.1 - Removing reference to the date of the current EH policy as well as striking the last sentence of 38.2.

ARTICLE 39. HOLIDAYS

39.4 - Revising language so that an alternate day off can be scheduled within an **EIGHT** week period rather than only within a FOUR week time period.

39.10 - Adding language to clarify the intent of how a Personal Holiday is applied.

ARTICLE 41. VACATION

41.4 - Adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

41.9 - Adding language to be compliant with current tax law; Employees electing to sell back Vacation hours must request to do so the year before they receive it. (This change will not take effect until the first full pay period in 2022):

ARTICLE 42. PTO

Revise Articles 42.1, 42.6, 42.8, 42.13, and 42.17 (*changes to 42.6, 42.8, and 42.13 will not take effect until the first full pay period in 2022*):

42.1 - Adding language to the contract regarding the Duluth Earned Sick and Safe Time Ordinance No. 10571 5-28-2018.

42.6 - Adding a hard deadline of when managers must approve or deny time off requests by; **no later than twenty-one (21) days after the request has been submitted**. Also adding clarifying language to reflect current practice that if you don't have enough PTO for requested time off at the time the schedule is to be posted, the Employer may choose to not schedule the employee for the requested time off.

42.8 - Adding language so that benefit-eligible employees working straight evenings, straight nights, or straight evening/night shifts, vacation pay shall include the evening or night shift differential.

42.13 - Adding language to be compliant with current tax law; Employees electing to sell back Reserve Bank hours must request to do so the year before they receive it.

42.17 Update to applicable dates ~~2/1/18—4/30/18~~ **9/1/21 - 11/30/21**.

ARTICLE 43. CALL PAY

43.11 Effective July 1, 2020, call will be compensated at \$6.50 per hour. Effective July 1, 2021, call will be compensated at \$6.55 per hour. Effective July 1, 2022, call will be compensated at \$6.60 per hour.

ARTICLE 44. SHIFT DIFFERENTIALS

44.1 F. Evening Shift Differential: ~~\$1.60~~ \$1.65 per hour

G. Night Shift Differential: ~~\$2.10~~ \$2.15 per hour

In the first full pay period following July 1, 2022, the Evening Shift Differential shall be \$1.75 per hour and the Night Shift Differential shall be \$2.25 per hour.

ARTICLE 45. UNSCHEDULED SHIFT BONUS

Increasing shift differentials from ~~thirty-five dollars (\$35.00)~~ to forty dollars (\$40.00) for and from ~~five dollars (\$65.00)~~ to seventy-five dollars (\$75.00)

*Also updating language so that employees with absenteeism CAPs now **WILL** be eligible to receive this bonus.*

ARTICLE 53: WAGES

53.3 Effective July 1, 2020, the SMDC Technical Grid shall be increased two and one quarter percent (2.25%).

53.4 Effective July 1, 2021, the SMDC Technical Grid shall be increased two percent (2.00%).

53.5 The parties agree to a wage re-opener ninety (90) days prior to July 1, 2022.

Employees must be in active status on the date of ratification of the 2020-2023 Collective Bargaining Agreement in order to receive any retroactive wage increase or other retroactive benefit.

Delete the following sections:

- Article 53.1 (ratification bonus of 2018)
- Article 53.8 (Acute Pharm Technician tiering structure)
- Article 53.10 (Histology Technician grid move)

ARTICLE 53.11 NEW HIRE FORMULA

53.11 Removing the *Job Setting / CLIA approved lab* limits to experience credit.

ARTICLE 54: TECHNICAL JOB LEVELS

See Attached.

ARTICLE 55: MARKET DIFFERENTIAL

55.1 *Remove the following and add new language below. (The same language as all other USW contracts with Essentia)*

- ~~For Differentials introduced prior to the ratification: the differential if is reduced or eliminated, shall be reduced or eliminated only for new hires.~~
- ~~For Differentials introduced after Ratification: Once implemented, the market differential will remain in place for a minimum of three (3) years before it can be reduced or eliminated.~~
- ~~Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.~~
- **The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.**
- **Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.**
- **Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.**

THREE NEW LETTERS OF UNDERSTANDING

LOU RELATED TO ARTICLE 12:

The Employer does not believe that the existing language of the 2017-2020 Collective Bargaining Agreement (“CBA”) between the parties obligates it to provide any specific hours off between a mandated shift and the start of a scheduled shift. Nevertheless, during the course of negotiations for a new Collective Bargaining Agreement, the parties agreed to the following:

If an employee is mandated to work an extra shift, they will be allowed at least nine (9) hours off between the mandated shift and their next scheduled shift.

The parties agree that this LOU will sunset as of ninety (90) days from ratification of the new Collective Bargaining Agreement [DATE] and shall be of no further effect after that date unless the parties mutually agree to extend this provision.

The parties agree to meet prior to the expiration of this LOU to discuss and bargain over any proposed changes and/or extension of this provision. Neither the Employer nor the Union will unreasonably deny an extension of this provision.

LOU RELATED TO ARTICLE 32:

“During the course of negotiations for the [DATE] Agreement, the parties agree to meet at the first LMC meeting held after ratification to discuss and make reasonable efforts to come to mutual agreement on the location and placement of union bulletin board(s) at the “Vision Northland” Facility. The Employer agrees to provide, at a minimum, one bulletin board on the hospital side and one on the clinic side.

LOU RELATED TO ARTICLE 53.11:

Within forty-five (45) days following the Union’s receipt of the Employer-provided form, current employees who were hired on or after January 1, 2020, may submit a request to have the job-setting variable of their experience credit re-evaluated. The Employer will make the form available to the Union within forty-five (45) days of ratification.

Employees who are in the positions of medical lab technician, pharmacy technician, histology technician, and based surgical technologist, surgical assistant, and respiratory therapist and who were hired on or after January 1, 2017, may also submit a request within forty-five (45) days following the date of ratification to have the job-setting variable of their experience credit re-evaluated, using the same Employer-provided form.

The effective date of any wage adjustment will be the start of the first full pay period after the 45th day following the date of ratification.

ARTICLE 54. TECHNICAL JOB LEVELS

Revise Article 54 as follows:

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Pharmacy Technician Ambulatory
~~Pharmacy Technician—Investigational Services~~

TECH LEVEL II

Dietetic Technician
~~Pharmacy Technician Acute~~
Specialty Pharmacy Navigator
Communications Specialist
Lab Processing Technician
Lab Processing Technician - Client Services

TECH LEVEL II.A*

Pharmacy Technician Acute

*The attached Acute Pharmacy Wage Grid provides the wage scale for all levels of acute pharmacy technicians.

TECH LEVEL III

Orthotics/Prosthetic Technician

TECH LEVEL IV

Activity Specialist
~~Certified Occupational Therapy Assistant~~
Endoscopy Technician
Behavioral Health Technician
Chemical Dependency Technician
Physical Therapist Assistant
~~Medical Lab Technician~~
Cardiology Technician

TECH LEVEL IV.A

Medical Lab Technician
Certified Occupational Therapy Assistant

TECH LEVEL V

~~Registered Radiologic Technologist~~
~~Surgical Radiologic Technologist~~
Surgical Technologist
Esthetic Laser Technician
~~Histologist~~ **Histotechnician**
TECH LEVEL V.A

Anesthesia Technician
Neurodiagnostic Technologist
~~Specialized Histology Technician~~ **Histotechnician II**
Registered Radiologic Technologist
Surgical Radiologic Technologist

TECH LEVEL VI

Surgical Assistant
Respiratory Therapist
Polysomnographic Technologist
~~Mammography Technologist~~
Certified Ophthalmic Technician
TECH LEVEL VI.A
Mammography Technologist

TECH LEVEL VII

CT Technologist
MRI Technologist
Electrophysiology Technologist
~~Echocardiography Technologist (Registered)~~
~~Nuclear Medicine Technologist~~
~~Diagnostic Sonographer~~
Registered Vascular Technologist
~~Radiation Therapist~~
Interventional Technologist
Invasive Vascular Technologist
~~Nuclear Medicine PET/CT Technologist~~
~~Mammography/Breast Ultrasound Technologist~~

TECH LEVEL VIII

Radiation Therapist

TECH LEVEL VIII.A

Echocardiography Technologist (Registered)
Diagnostic Sonographer
Nuclear Medicine Technologist
Nuclear Medicine PET/CT Technologist

TECH LEVEL IX

Dosimetrist

Acute Pharmacy Wage Grid**

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4	\$18.41	\$19.12	\$19.69	\$19.84
5	\$18.78	\$19.51	\$20.09	\$20.26
6	\$19.11	\$19.92	\$20.49	\$20.64
7	\$19.52	\$20.30	\$20.91	\$21.06
8	\$19.94	\$20.70	\$21.32	\$21.48
9	\$20.31	\$21.14	\$21.76	\$21.92
10	\$20.72	\$21.53	\$22.18	\$22.36
11	\$21.16	\$21.98	\$22.63	\$22.81
12	\$21.56	\$22.39	\$23.06	\$23.28
13	\$22.00	\$22.85	\$23.54	\$23.73
14	\$22.41	\$23.32	\$24.02	\$24.20
15	\$22.88	\$23.78	\$24.50	\$24.69
16	\$23.34	\$24.28	\$25.00	\$25.17
17	\$23.80	\$24.72	\$25.47	\$25.71
18	\$24.29	\$25.23	\$25.97	\$26.22
19	\$24.75	\$25.75	\$26.52	\$26.75
20	\$25.27	\$26.23	\$27.00	\$27.26

Year One Wage Grid Effective 7/1/2020						With 2.25% Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.13	\$16.99	\$18.34	\$19.78	\$20.76	\$23.09	\$25.18	\$25.95	\$27.72	\$28.55	\$30.36	\$32.55	\$35.99
1	\$16.49	\$17.32	\$18.72	\$20.21	\$21.20	\$23.57	\$25.72	\$26.46	\$28.27	\$29.11	\$30.98	\$33.11	\$36.71
2	\$16.78	\$17.65	\$19.11	\$20.59	\$21.60	\$24.02	\$26.23	\$27.02	\$28.84	\$29.69	\$31.60	\$33.69	\$37.47
3	\$17.14	\$18.03	\$19.47	\$21.00	\$22.05	\$24.53	\$26.76	\$27.57	\$29.41	\$30.27	\$32.22	\$34.27	\$38.24
4	\$17.47	\$18.38	\$19.84	\$21.44	\$22.48	\$25.01	\$27.27	\$28.10	\$30.00	\$30.89	\$32.88	\$34.89	\$39.01
5	\$17.84	\$18.75	\$20.26	\$21.86	\$22.92	\$25.48	\$27.84	\$28.65	\$30.60	\$31.50	\$33.51	\$35.50	\$39.79
6	\$18.14	\$19.14	\$20.64	\$22.29	\$23.41	\$25.99	\$28.38	\$29.22	\$31.21	\$32.15	\$34.21	\$36.15	\$40.61
7	\$18.53	\$19.51	\$21.06	\$22.74	\$23.84	\$26.51	\$28.94	\$29.81	\$31.84	\$32.79	\$34.86	\$36.79	\$41.45
8	\$18.93	\$19.90	\$21.48	\$23.18	\$24.32	\$27.07	\$29.52	\$30.41	\$32.47	\$33.45	\$35.56	\$37.45	\$42.29
9	\$19.28	\$20.32	\$21.92	\$23.67	\$24.82	\$27.61	\$30.11	\$31.03	\$33.12	\$34.11	\$36.28	\$38.11	\$43.15
10	\$19.68	\$20.71	\$22.36	\$24.14	\$25.32	\$28.15	\$30.72	\$31.64	\$33.79	\$34.80	\$36.99	\$38.80	\$44.06
11	\$20.08	\$21.12	\$22.81	\$24.63	\$25.83	\$28.73	\$31.34	\$32.28	\$34.48	\$35.48	\$37.74	\$39.48	\$44.97
12	\$20.48	\$21.52	\$23.28	\$25.10	\$26.35	\$29.30	\$31.96	\$32.92	\$35.16	\$36.19	\$38.51	\$40.19	\$45.83
13	\$20.90	\$21.97	\$23.73	\$25.61	\$26.88	\$29.89	\$32.58	\$33.60	\$35.87	\$36.91	\$39.26	\$40.91	\$46.79
14	\$21.29	\$22.42	\$24.20	\$26.14	\$27.40	\$30.49	\$33.24	\$34.26	\$36.58	\$37.66	\$40.06	\$41.66	\$47.75
15	\$21.72	\$22.86	\$24.69	\$26.65	\$27.97	\$31.07	\$33.91	\$34.94	\$37.31	\$38.42	\$40.88	\$42.42	\$48.72
16	\$22.16	\$23.34	\$25.17	\$27.17	\$28.52	\$31.70	\$34.60	\$35.63	\$38.06	\$39.17	\$41.66	\$43.17	\$49.73
17	\$22.60	\$23.77	\$25.71	\$27.71	\$29.09	\$32.34	\$35.30	\$36.36	\$38.82	\$39.97	\$42.53	\$43.97	\$50.75
18	\$23.07	\$24.24	\$26.22	\$28.25	\$29.66	\$33.00	\$36.00	\$37.10	\$39.60	\$40.76	\$43.36	\$44.76	\$51.77
19	\$23.50	\$24.75	\$26.75	\$28.83	\$30.25	\$33.65	\$36.73	\$37.81	\$40.39	\$41.59	\$44.24	\$45.59	\$52.81
20	\$23.99	\$25.20	\$27.26	\$29.41	\$30.87	\$34.32	\$37.45	\$38.58	\$41.20	\$42.43	\$46.14	\$46.43	\$53.90

Year Two Wage Grid Effective 7/1/2021						With 2 % Increase							
	1	2	3	4	4A	5	5A	6	6A	7	8	8A	9
Start	\$16.45	\$17.33	\$18.71	\$20.17	\$21.17	\$23.55	\$25.69	\$26.47	\$28.27	\$29.12	\$30.97	\$33.20	\$36.71
1	\$16.81	\$17.67	\$19.10	\$20.62	\$21.62	\$24.04	\$26.23	\$26.99	\$28.84	\$29.69	\$31.60	\$33.77	\$37.45
2	\$17.11	\$18.00	\$19.49	\$21.01	\$22.03	\$24.50	\$26.75	\$27.57	\$29.41	\$30.29	\$32.23	\$34.36	\$38.21
3	\$17.48	\$18.39	\$19.86	\$21.42	\$22.49	\$25.02	\$27.29	\$28.12	\$30.00	\$30.87	\$32.86	\$34.96	\$39.01
4	\$17.82	\$18.75	\$20.23	\$21.87	\$22.93	\$25.51	\$27.82	\$28.66	\$30.60	\$31.51	\$33.54	\$35.59	\$39.79
5	\$18.20	\$19.13	\$20.66	\$22.30	\$23.38	\$25.99	\$28.40	\$29.22	\$31.21	\$32.13	\$34.18	\$36.21	\$40.59
6	\$18.51	\$19.52	\$21.06	\$22.74	\$23.87	\$26.51	\$28.95	\$29.81	\$31.84	\$32.79	\$34.90	\$36.87	\$41.43
7	\$18.90	\$19.90	\$21.48	\$23.20	\$24.32	\$27.04	\$29.52	\$30.40	\$32.47	\$33.45	\$35.55	\$37.53	\$42.28
8	\$19.31	\$20.30	\$21.91	\$23.64	\$24.80	\$27.61	\$30.11	\$31.02	\$33.12	\$34.11	\$36.27	\$38.20	\$43.14
9	\$19.66	\$20.72	\$22.36	\$24.14	\$25.31	\$28.16	\$30.71	\$31.65	\$33.79	\$34.79	\$37.00	\$38.87	\$44.01
10	\$20.07	\$21.12	\$22.81	\$24.62	\$25.82	\$28.71	\$31.33	\$32.27	\$34.46	\$35.49	\$37.73	\$39.58	\$44.94
11	\$20.48	\$21.55	\$23.27	\$25.12	\$26.34	\$29.31	\$31.97	\$32.93	\$35.16	\$36.19	\$38.50	\$40.27	\$45.87
12	\$20.88	\$21.95	\$23.75	\$25.60	\$26.88	\$29.89	\$32.60	\$33.58	\$35.87	\$36.91	\$39.28	\$40.99	\$46.75
13	\$21.31	\$22.41	\$24.21	\$26.13	\$27.42	\$30.49	\$33.23	\$34.27	\$36.58	\$37.65	\$40.05	\$41.73	\$47.73
14	\$21.72	\$22.87	\$24.69	\$26.66	\$27.95	\$31.10	\$33.91	\$34.95	\$37.32	\$38.41	\$40.86	\$42.49	\$48.70
15	\$22.16	\$23.32	\$25.19	\$27.18	\$28.52	\$31.70	\$34.58	\$35.64	\$38.06	\$39.18	\$41.70	\$43.27	\$49.70
16	\$22.60	\$23.81	\$25.68	\$27.71	\$29.09	\$32.33	\$35.29	\$36.35	\$38.82	\$39.96	\$42.49	\$44.03	\$50.72
17	\$23.05	\$24.25	\$26.22	\$28.26	\$29.67	\$32.99	\$36.00	\$37.09	\$39.60	\$40.77	\$43.38	\$44.85	\$51.76
18	\$23.53	\$24.73	\$26.74	\$28.82	\$30.26	\$33.66	\$36.72	\$37.84	\$40.39	\$41.57	\$44.23	\$45.66	\$52.81
19	\$23.97	\$25.25	\$27.28	\$29.41	\$30.85	\$34.32	\$37.46	\$38.57	\$41.20	\$42.42	\$45.13	\$46.50	\$53.86
20	\$24.47	\$25.71	\$27.81	\$30.00	\$31.49	\$35.00	\$38.20	\$39.35	\$42.02	\$43.28	\$47.06	\$47.36	\$54.98