

COLLECTIVE BARGAINING AGREEMENT

between

Essentia Health – Moose Lake

and

American Federation of State, County, and Municipal  
Employees (AFSCME), Council 65, Local #105

February 25, 2022, through February 28, 2025

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Municipal Employees (AFSCME), Council 65, Local #105

**Article 1 – Preamble**

This Agreement is made and entered into by and between Essentia Health – Moose Lake (hereafter “the Employer”) and American Federation of State, County, and Municipal Employees (AFSCME), Council 65, Local #105 (hereafter “the Union”).

**Article 2 – Bargaining Unit**

2.1 The bargaining unit is defined as follows.

All regular Licensed Practical Nurses–Acute Care employed by the Employer at its hospital located at 4572 County Road 61, Moose Lake, MN, and all regular Licensed Practical Nurses–Home Care employed by the Employer at its office located at 30 Arrowhead Lane, Moose Lake, MN; *excluding* casual employees, student employees, temporary employees, RNs, all other technical employees, service workers, office clerical employees, business office clerical employees, skilled maintenance employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

2.2 *Definitions.*

2.2.1 For purposes of Section 2.1 and other provisions of this Agreement, a “*regular*” employee shall be defined as an employee who is regularly scheduled to work a defined number or range of hours per pay period (*i.e.*, who has an authorized full-time equivalent (FTE) status).

2.2.2 For purposes of Section 2.1 and other provisions of this Agreement, a “*casual employee*” shall be defined as any employee who is not regularly scheduled to work a defined number or range of hours per pay period (*i.e.*, who does not have an authorized FTE status). As set forth in Section 2.1, casual employees are not in the bargaining unit and are not covered by this Agreement.

2.2.3 For purposes of Section 2.1 and other provisions of this Agreement, a “*temporary employee*” shall be defined as any employee who was hired for a particular project, or for a particular purpose or based upon a particular condition that will come to an end, or for a predefined period of time. The duration of a position held by a temporary employee shall not exceed 120 calendar days, subject to an extension of up to 60 additional days upon providing notice to the Union. As set forth in Section 2.1, temporary employees are not in the bargaining unit and are not covered by this Agreement.

### **Article 3 – No Strikes or Lockouts**

- 3.1 The Union and its officers and agents agree that, for the duration of this Agreement, there shall be no strikes, sympathy strikes, slowdowns, or any acts of any similar nature, or picketing, leafleting, or bannering.

There shall be no lockouts for the duration of this Agreement.

The prohibition against these activities, and against lockouts, shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under any grievance-arbitration procedure set forth in this Agreement.

### **Article 4 – Non-Discrimination**

- 4.1 Both parties agree that they will not discriminate against bargaining unit members because of age, color, creed, culture, disability (physical or mental), ethnicity, familial status, gender identity or expression, national origin, race, religion, sex, sexual orientation, or other legally protected status, or on the basis of union membership or activities or support (or lack thereof).

### **Article 5 – Privileges Afforded to the Union**

- 5.1 The Union will furnish the Employer, in writing, a list of the names of the local union officers and other representatives of the union, including the union steward(s), and will provide a new list whenever there is a change.

- 5.2 *Union leave.* An employee may request a union leave to attend union conferences, conventions, meetings, or training. Any request for union leave shall be presented to the Employer in the same manner as a request for Paid Time Off, and, if granted, the employee shall use Paid Time Off for such leave. An employee is eligible to take up to five days off work in a contract year under this Section.

- 5.3 *Union bulletin board.* A bulletin board will be made available to the union steward(s) for purposes of the union stewards posting official notices of upcoming union meetings, and posting the contact information for the stewards, the non-employee union representative, and/or the union office. The union stewards shall not include within these permissible postings any message or material that is derogatory of the Employer or any of its representatives, or any message or material that is inflammatory, defamatory, or political. The Employer has the right to remove posted materials that are impermissible under this Section.

- 5.4 *Union representative access.* The non-employee representative for the Union shall have access to a conference room or meeting room designated by the Employer to attend a scheduled grievance meeting between the Employer and the Union, or to attend some other meeting with and at the invitation of management. Nothing in this Section 5.4 shall be construed to require that any such grievance meetings or other meetings with management be held on the Employer's premises. The representative for the Union shall not, while on the premises, engage in any activity that may be disruptive, that may interfere with resident or patient privacy, that may interrupt any employees on the premises, or that may otherwise be inconsistent with proper decorum in light of the activities undertaken by the Employer at its premises.

## **Article 6 – Union Security and Dues Check-Off**

- 6.1 *Union security.* All bargaining unit employees, as a condition of employment, shall become members in good standing of the Union or alternatively pay that portion of the dues, initiation fees and/or assessments that are used for the Union’s representational functions. Payments are not required under this Section until the employee has completed 30 days of employment, or until 30 days after the execution of this Agreement, whichever is later.
- 6.2 *Dues check-off.* The Employer shall, upon written authorization of a member of the bargaining unit, deduct union dues or fees from employees’ pay and remit the deducted amounts to the Union. The authorization shall not be irrevocable for a period of more than one (1) year or beyond the expiration of this Agreement, whichever occurs sooner.
- 6.2.1 It is understood and agreed that a dues check-off authorization form authorizing Mercy Hospital to deduct an employee’s union dues or fees cannot be honored.
- 6.3 The Employer shall provide a mutually agreed-upon dues authorization form to employees electronically as part of the Employer’s onboarding process. In the event an employee needs to provide the authorization via a paper dues authorization card, the Employer and the Union will continue to accept such authorization.
- 6.4 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any list, notice, or authorization that shall have been furnished to the Employer under any of such provisions.
- 6.5 The Employer agrees to furnish the Union with a monthly list of new hires, terminations, and LPNs on leave of absence.
- 6.6 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a proper written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision in a prompt manner, and will supply the relevant information regarding the deductions made.

## **Article 7 – Management Rights**

- 7.1 The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to create new job classifications and eliminate existing job classifications; to assign and delegate work; to determine the work which employees are to perform; to discipline employees; to implement, revise, and enforce work rules and other policies; to determine the work schedules for employees and the hours to be worked; to establish the hours of work (number of hours and starting and end times); to determine the number of employees to be employed; to lay-off employees; to hire, classify, transfer, and promote employees; to discontinue (either temporarily or permanently) some or all of the Employer’s operations; to transfer or relocate some or all of the Employer’s operations; to determine the methods of compliance with federal and state statutes and

regulations affecting the Employer's operations; to maintain and improve efficiency; to enter into contracts for the furnishing and purchasing of supplies and services; to change, modify, or discontinue existing operating methods and the equipment used; and to determine the products and services offered. In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement.

- 7.2 In the event that the Employer determines to eliminate an existing job classification with one or more employees holding a position in the job classification, the Employer will provide advance notice to the Union and will meet with the Union provided that such meeting must occur without delay.

## **Article 8 – Scheduling and Overtime**

- 8.1 *Work schedules.* The Employer shall determine and publish the work schedules for the employees covered by this Agreement.

- 8.2 *Overtime.* An employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in the workday or eighty (80) hours during the pay period.

In the alternative, an employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in the workweek.

The Employer recognizes the importance of employees knowing their overtime standard. The Employer will provide an employee with a minimum of 30 days' advance notice prior to changing the employee from one overtime standard to the other, unless the employee mutually agrees to such change with less notice. It is understood that the Employer will not be changing an employee's overtime standard on a recurring basis.

An employee shall not work overtime unless it is expressly authorized or approved by the employee's manager.

- 8.3 *No duplication or pyramiding.* There shall be no duplication or pyramiding of rates of pay in any situation, whether it involves overtime, any form of premium pay, or any combination of overtime and any other form of premium pay.

- 8.4 *General Pattern of Scheduling.* The general pattern of scheduling will be as follows:

1. Days off during a two-week period will normally\* include at least every other weekend off.
2. Normally\* employees shall not be scheduled to work more than seven (7) consecutive days without the employee's consent.
3. Any given employee may volunteer or agree to a scheduling pattern that is different from above, which may include (but shall not be limited to) working a schedule that involves additional weekend shifts or working more than seven (7) consecutive days.

\* Exceptions to the general pattern of scheduling may occur where an employee volunteers or agrees to a scheduling pattern that is different, or in situations where the application of the general patterns would have the effect of depriving patients of needed service.

8.5 In the event that the Employer determines to change an employee's work schedule after it has been published, the Employer will notify the employee without delay.

## Article 9 – Seniority

9.1 *Definition.* For purposes of this Article, “*seniority*” is defined as the length of an employee's continuous employment with Essentia Health measured from their most recent date of hire.

9.1.1 Notwithstanding the definition of seniority in Section 9.1, the seniority for employees who were employed by Mercy Hospital as of July 31, 2020, and who became employed by Essentia effective August 1, 2020, shall include the length of the employee's continuous employment with Mercy Hospital since their most recent date of hire with Mercy Hospital (provided that August 1, 2020, is their most recent date of hire with Essentia).

9.2 *Seniority lists.*

9.2.1 There shall be one seniority list for each job classification. As identified in Section 2.1, the job classifications as of the effective date of this Agreement were Licensed Practical Nurse–Home Care, and Licensed Practical Nurse–Acute Care.

9.2.2 Within thirty (30) calendar days following the execution of this Agreement, the Employer shall prepare and post the seniority list(s) for all employees covered by this Agreement. Such list(s) shall be updated every year and upon request from the Union.

9.3 *Termination of seniority.* An employee's seniority, and all rights incidental to seniority, shall terminate if the employee:

1. Resigned from employment with Essentia Health;
2. Has been terminated, or has separated from employment in conformity with this Agreement;
3. Retired;
4. Has failed to report to work as scheduled, following a leave of absence or an approved absence from work;
5. Has failed to report for work within five days of being notified that the employee is being recalled from layoff; or
6. Has been on layoff for a period of twelve (12) months.
7. Has been unable to perform any work due to a medical condition or work-related injury for a period of one year.

**Article 10 – Holidays**

- 10.1 Eligible employees will participate in the Essentia Holiday Program on the same basis as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer.
- 10.2 Notwithstanding the above, the following days are the holidays: New Year’s, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. Under the Essentia Holiday Program, premium pay for working the Christmas holiday actually commences late afternoon on December 24, and premium pay for working the New Year’s holiday actually commences late afternoon on December 31. As of February 25, 2022, premium pay starts at 3 p.m. on December 24 and 31, and if this is going to change, the Employer will provide the employees with advance notice.

**Article 11 – Paid Time Off**

- 11.1 Eligible employees will receive paid time off (PTO) benefits under the same terms and conditions as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer.
- 11.2 Notwithstanding the language in Section 11.1 above, for purposes of the PTO accrual rate, the Employer will credit employees who transitioned from the Hospital District to Essentia on 8/1/2020 with years of continuous service since their most recent date of hire with the Hospital District.
- 11.3 As of February 25, 2022, the PTO accrual rates and PTO maximum balances for the LPNs covered by this Agreement are as follows.

A	B	C	D
Years of Service	Accrual Rate	1.0 FTE Annual Accumulation (8-hour days per year based on 1.0 FTE)	PTO Maximum Balance (Hours)
0 to 1.99	0.06538	17	170
2 to 4.99	0.07308	19	190
5 to 5.99	0.08462	22	220
6 to 8.99	0.09231	24	240
9 to 14.99	0.10000	26	260
15 to 19.99	0.10769	28	280
20 to 24.99	0.11154	29	290
25+	0.11538	30	300

An eligible employee accrues PTO on a maximum of two thousand and eighty (2080) hours in a calendar year; in other words, the maximum credited hours for accrual of PTO is 2080 hours in the calendar year.

As of February 25, 2022, the PTO maximum balance (*i.e.*, the number of hours in column D corresponding to an eligible employee’s years of service) is based upon 1.25 times the annual



accumulation. (For example, for an eligible employee with three years of service, the math is 19 days times 8 hours times 1.25 equals 190 hours.) When an eligible employee reaches the applicable maximum balance, the employee does not accrue any additional PTO until such time as the employee's PTO balance drops below the maximum balance, at which time they begin earning PTO again (at least until reaching the maximum balance once more).

In the event that the Employer desires and intends to change the PTO accrual rates and/or maximum balances for members of the bargaining unit (in the same manner as changing the PTO accrual rates and/or maximum balances for non-union employees), the Employer will provide the Union with advance notice and an opportunity to bargain prior to implementation for the LPNs.

- 11.4 *Eligibility for payout of PTO.* An employee will receive pay for accrued but unused PTO upon voluntary separation, provided that the employee gave a minimum 14 calendar days' notice of resignation and worked all scheduled hours during the notice period. Failure to provide this 14-day resignation notice and/or failure to work all scheduled hours during the notice period will cause the employee to be ineligible to receive accrued but unused PTO. An employee who was involuntarily terminated is not eligible to receive any PTO payout upon separation.

## **Article 12 – Extended Illness Bank**

- 12.1 *Extended illness bank.* The Employer has provided certain employees with an Extended Illness Bank (EIB) benefit. The Employer has the right to modify or discontinue this benefit. If the Employer decides to make significant modifications to the EIB benefit, it will provide notice to the Union of that fact. If the Union requests to meet regarding what is occurring with the EIB benefit, the Employer will meet with the Union provided that such meeting must occur without delay.

## **Article 13 – Leaves of Absence**

- 13.1 *Personal leave.* A personal leave of absence without pay and benefits may be granted for up to three months at the sole discretion of the Employer. An additional leave may be granted to a maximum of six months. When an employee returns from an authorized leave, the Hospital will reinstate the employee to the position held when the leave commenced, provided that the employee returns from leave on the scheduled / approved date of the employee's return, and provided that the position is available. If that position is not available upon their return from leave, the Employer will meet with the nurse regarding other potential opportunities.

If a request for personal leave of absence is granted, the Employer reserves the right to require that the employee use some or all of their available PTO. While an employee is on personal leave of absence, the employee is not eligible to receive holiday pay, jury duty pay, bereavement leave, or any other form of paid time-off (apart from the use of PTO). If the employee is participating in the health insurance plan at the commencement of the employee's leave, the employee may continue to participate in the plan during the leave, provided that the employee arranges for and pays for coverage under COBRA. (The Employer's normal contribution towards health insurance premiums would not be made during this period.) The employee would also be responsible for making arrangements to pay the full cost for any other type or form of insurance benefit or coverage during the period of the personal leave.

- 13.2 *Jury duty leave.* Eligible employees covered by this Agreement shall be eligible for jury duty leave on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer.
- 13.3 *Bereavement leave.* Eligible employees covered by this Agreement shall be eligible for bereavement leave on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer.
- 13.4 *Family and medical (FMLA) leave.* Eligible employees covered by this Agreement shall be eligible for family and medical (FMLA) leave in accordance with the Essentia Health Family and Medical (FMLA) Leave Policy EHA1011 as amended from time to time by the Employer.
- 13.5 *Military leave.* The Employer shall comply with applicable state or federal laws relating to such leave.
- 13.6 *School conference and activities leave.* The Employer will comply with Minn. Stat. §181.9412 with regard to school conference and activities leave.

#### **Article 14 – Tuition Reimbursement**

- 14.1 *Tuition Reimbursement.* The Essentia Health policy on tuition reimbursement (HR0020), as updated from time-to-time, shall apply to eligible LPNs covered by this Agreement. Changes made to the program by the Employer shall also apply to employees covered by this Agreement.

#### **Article 15 – Posting and Filling Permanent Positions**

- 15.1 *Posting and filling permanent positions.* When the Employer determines to permanently fill a bargaining unit position, it shall electronically post a notice of the opening. Applicants desiring such posted position shall apply within five (5) days of the initial posting. Provided that the Employer has decided to go forward with filling the posted position, applicants will be judged on qualifications, certifications, and skills to perform the duties of the position. When the qualifications, certifications, and skills of two or more bargaining unit LPN applicants are judged by the Employer to be equal, preference will be given to the bargaining unit LPN amongst such equal candidates with the most seniority.

#### **Article 16 – Probationary Period**

- 16.1 Probationary LPNs are those bargaining unit LPNs who have not been employed at Essentia Health – Moose Lake for a period of at least six (6) months and completed not less than one thousand forty (1040) hours actually worked. Upon satisfactory completion of the probationary period, the hours actually worked by the LPN during the probationary period shall be credited to the LPN for the purpose of computing all benefits and entitlements based on hours of service. The employment of a probationary LPN may be terminated at any time for any reason, and such action shall not be subject to dispute or constitute a grievance

#### **Article 17 – Labor-Management Committee (LMC) Meetings**

- 17.1 The Employer and the Union are in agreement that cooperation and understanding between the parties will promote efficient performance and an improved relationship, which is in the

interest of both the employees and the Employer. To this end, it is recognized that issues may arise during the term of this Agreement which may be appropriate to discuss in labor-management committee (LMC) meetings. The parties will work together to schedule these meetings in advance, and to develop a list of specific agenda items to address during such meetings. The Union may have two bargaining unit employees participate on LMC.

## **Article 18 – Extra Hours / Overtime**

18.1 In light of the operations of the Employer, and the need to provide care and service to patients, it is understood that working extra hours or overtime is sometimes necessary. The parties agree that extra hours / overtime issues and concerns are appropriate for discussions during LMC meetings.

## **Article 19 – Low Need**

19.1 In the event the Employer determines a need for reduced staffing on a daily basis or on a temporary basis, the Employer may implement low need in accordance with the procedure set forth in this Article.

19.2 An LPN taking low need hours (whether volunteered or assigned) may be reduced to standby status, or they may be relieved of duty entirely for the work shift or its remainder.

19.3 In conjunction with or in lieu of implementing low need hours and/or to forestall or delay a layoff or permanent reduction in hours, the Employer may assign LPNs to work that they are qualified to perform.

19.4 Prior to assigning an LPN to low need hours, the Employer may consider first soliciting volunteers. However, the Employer is not obligated to first solicit volunteers. And if the Employer solicits volunteers, the Employer is not obligated to grant or assign the low need hours to a volunteer prior to assigning the low need hours on an involuntary basis to a non-volunteer where the Employer determines that assigning the low need hours to the volunteer could negatively impact the care provided to patients.

19.5 An LPN who volunteers for or is assigned low need hours shall accrue benefits for these hours, but low need hours (whether the LPN is low needed to standby status or relieved entirely) do not count as hours worked for purposes of eligibility for or computation of overtime, and such hours do not count as compensated or worked hours toward their next wage increment or step increase.

19.6 An LPN may request to use PTO to replace hours that were low needed by being relieved entirely of duty whether on a voluntary or assigned basis. An LPN who is reduced to standby status is not eligible to use PTO for hours low needed to such status.

## **Article 20 – Layoffs & Permanent Reductions in Hours and Recall**

20.1 *Layoffs and permanent reductions in hours.* The Employer shall have the right to implement a permanent reduction in the number of employees and/or a permanent reduction in hours. The Employer will determine the number of positions and/or hours to be reduced within the particular job classification, as well as the FTE mix to be achieved as the result.

In the event that there is more than one employee in an affected job classification, the Employer will notify the Union how the employees in the job classification would be impacted based upon the Employer's plans and will meet with the Union upon its request regarding this provided that such meeting occurs without delay.

Notwithstanding the immediately-preceding sentence, it is understood that, if the Employer has determined to permanently eliminate a position in a particular job classification, thereby reducing the number of employees in the classification, the Employer will reduce the LPN in the job classification with the least seniority, subject to the caveat that the Employer will determine the number of positions and/or hours to be reduced within the particular job classification, as well as the FTE mix to be achieved as the result, and provided that the senior LPN currently has the qualifications, skills, and abilities to perform all needed work with no additional training or orientation needed.

- 20.2 *Recall.* The Employer will determine when it is able to recall one or more employees who had been laid-off, and the position(s) available for recall. An employee shall only be eligible for recall to a position on the same seniority list from which the employee was laid-off. Laid-off employees shall retain recall rights for twelve (12) months from the date of layoff. The Employer shall notify the employee at employee's last known address on file with the Employer that the employee is being recalled. An employee who fails to accept recall shall thereafter waive the employee's right to recall.

## **Article 21 – Grievance Procedure**

- 21.1 *Definition of a grievance.* Any dispute relating to the interpretation of or adherence to the written terms of this Agreement shall be defined as a grievance and handled as follows.

- 21.2 *Steps in procedure.*

Step 1. The employee (with or without a union steward present) will informally discuss the grievance with the applicable supervisor, manager, or director.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation of this Agreement and the remedy sought, and shall be submitted to the Director of Human Resources or his/her designee within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within fourteen (14) calendar days after the pay day for the period during which the grievance occurred.

Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Union's receipt of the Employer's Step 2 answer.

- 21.3 *Arbitrator selection.* A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator. In the absence of agreement, the arbitrator shall be selected from a “Metropolitan” list (125-mile radius) of nine (9) neutral arbitrators to be furnished by the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall strike first. The parties shall then alternately strike one name until eight names have been eliminated, and the one person whose name remains shall be the selected arbitrator.
- 21.4 *Arbitration.* The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement, and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer, and the individual employees filing the grievance
- 21.5 *Time limits.* The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.
- 21.6 *Grievance mediation.* If the grievance is not resolved as part of Step 2, then mediation under the auspices of FMCS may be requested by either party, but mediation is not required of either party.

If the Union requests grievance mediation upon receiving the Employer’s Step 2 response, but prior to the deadline for the Union to demand arbitration identified above, and if the Employer agrees to grievance mediation, then the deadline for the Union to demand arbitration is moved to the earlier of (a) 14 calendar days after the Employer notified the Union that it is no longer interested in grievance mediation (in the event that the Employer provided such notice), or (b) 14 calendar days after the grievance mediation meeting.

If the Union makes no request for mediation within 14 calendar days following the step 2 meeting, or if the Union within that 14-day period requests mediation but the Employer denies the request, then the deadline for making a timely demand for arbitration is as set forth in Section 21.2, Step 3.

## **Article 22 – Discipline and Termination of Employment**

- 22.1 The Hospital shall not discipline a bargaining unit LPN without just cause.
- 22.2 Following are the forms of discipline:
- Verbal warning (documented)
  - Written warning
  - Suspension
  - Discharge

It is understood that consideration of progressive discipline is one aspect of just cause. However, this shall not be interpreted to preclude the Employer from discharging an employee immediately for just cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

- 22.3 The following non-inclusive list identifies some examples of misconduct considered to be very serious; any of them may lead to immediate discharge.
- a. Disclosing to unauthorized persons confidential or privileged information.
  - b. Mistreatment, inconsiderate treatment, or neglect of patients.
  - c. Dispensing or personal use of prescription drugs without the approval of a physician.
  - d. Consumption of illegal drugs or alcohol on Employer premises.
  - e. Theft.
  - f. Fighting on Employer premises.
  - g. Use of profanity, especially when directed at patients, coworkers or other staff and visitors. Insubordination.
  - h. Bullying, intimidation, and harassment, provided that such misconduct did occur.
- 22.4 Verbal warnings shall not be used for progressive discipline purposes after twelve (12) months following issuance of the discipline, provided that the employee did not receive any discipline (verbal warning or above) during the intervening 12-month period.
- 22.5 In the event of termination, a copy of any termination notice shall be provided to the Union.

### **Article 23 – Personnel Files**

- 23.1 *Access to personnel records.* An LPN shall be allowed to inspect and copy the LPN's personnel record in accordance with Minn. Stat. §181.960 and §181.961. Under the statute, there are certain records which the Employer is not required to make available for inspection and copying.

### **Article 24 – Insurance**

- 24.1 *Health Insurance.* Eligible employees may elect to be covered by the Employer's health insurance program under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time by the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the plan.
- 24.2 *Dental Insurance.* Eligible employees may elect to be covered by the Employer's dental insurance program under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time by the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the plan.

## **Article 25 – Retirement**

- 25.1 *Retirement.* Eligible employees will receive retirement plan benefits under the same terms and conditions as the Employer’s non-contract employees, as those terms and conditions may be modified from time-to-time by the Employer.

Notwithstanding the language in the preceding sentence, for purposes of vesting, contribution level, and participation, the Employer will credit employees who transitioned from the Hospital District to Essentia on 8/1/2020 with years of continuous service since their most recent date of hire with the Hospital District.

## **Article 26 – Legality**

- 26.1 To the best knowledge and belief of the parties, this Contract Agreement contains no provision which is in violation of Federal or State law or regulation. Should, however, any provision of this Contract Agreement be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

In the event that any provision of this Contract Agreement is rendered inoperative as described in the foregoing paragraph of this Section, the parties shall enter negotiations for the purposes of, insofar as possible, retaining the original intent and effect of any provision affected by such law or regulation.

## **Article 27 – Miscellaneous Provisions**

- 27.1 *Resignation notice.* An employee who wishes to resign will provide the Employer with at least 14 calendar days’ notice prior to their resignation.

## **Article 28 – Wage Increases**

- 28.1 The parties’ tentative agreement leading to this Agreement identified the bargaining unit members as of February 25, 2022, by name and their new wage rates effective February 28, 2022, which is the beginning of the first full pay period commencing after the ratification of this agreement on February 25, 2022.
- 28.2 Effective the first day of the first full pay period commencing on or after March 1, 2023, each employee who was a member of the bargaining unit as of the ratification date of this Agreement (*i.e.*, February 25, 2022) will receive a seventy cents (\$0.70) per hour wage increase.
- 28.3 Effective the first day of the first full pay period commencing on or after March 1, 2024, each employee who was a member of the bargaining unit as of the ratification date of this Agreement (*i.e.*, February 25, 2022) will receive a seventy-five cents (\$0.75) per hour wage increase.

## **Article 29 – Duration**

- 29.1 This Agreement shall be effective from February 25, 2022, through February 28, 2025. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the party in writing at least ninety (90) days prior to February 28, 2025, or February

28 of any year thereafter, of its intention to change, modify, or terminate this Agreement.

Essentia Health – Moose Lake

American Federation of State, County, and  
Municipal Employees (AFSCME), Council 65,  
Local #105

*Tom Whiteside*

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: 3/4/2022