



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 0105-0111, AFL-CIO
And
Allina Cambridge Medical Center
1/1/2020 - 12/31/2022

Labor Representative: Sheila Pokorny (spokorny@afscme65.org or 320-640-0155)

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

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MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

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www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MINNESOTA LICENSED PRACTICAL NURSES
ASSOCIATION/MINNESOTA COUNCIL 65 AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

AND

ALLINA HEALTH

d/b/a CAMBRIDGE MEDICAL CENTER

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS

Article 1	RECOGNITION	2
Article 2	MANAGEMENT RIGHTS.....	2
Article 3	SCOPE OF AGREEMENT	3
Article 4	LPN ROLES	3
Article 5	HOURS OF WORK.....	4
Article 6	LPN STATUS	6
Article 7	SCHEDULING	7
Article 8	PAID TIME OFF	10
Article 9	HOLIDAYS	11
Article 10	ASSIGNMENTS.....	12
Article 11	LOW NEED	13
Article 12	ON CALL PROTOCOL	14
Article 13	JOB OPENINGS	14
Article 14	PROBATIONARY PERIOD	15
Article 15	EDUCATION.....	16
Article 16	SALARY	17
Article 17	DIFFERENTIAL PAY.....	18
Article 18	HEALTH AND WELFARE BENEFITS.....	18
Article 19	LEAVE OF ABSENCE	18
Article 20	SENIORITY AND REDUCTION OF STAFF	21
Article 21	CORRECTIVE ACTION.....	23
Article 22	GRIEVANCE PROCEDURE	23
Article 23	LABOR MANAGEMENT COMMITTEE.....	24
Article 24	UNION SECURITY	25
Article 25	NO STRIKE-NO LOCKOUT.....	26
Article 26	TERM OF AGREEMENT	26
APPENDIX A	WAGE SCALE	27
	LETTER OF UNDERSTANDING #1	28
	LETTER OF UNDERSTANDING #2.....	29
	LETTER OF UNDERSTANDING #3.....	32

AGREEMENT

This is an Agreement made and entered into at Cambridge, Minnesota, on this First day of January, 2020, by and between Cambridge Medical Center hereinafter referred to as the “Medical Center” and the Minnesota Licensed Practical Nurse Association/MN Council 65, American Federation of State, County, and Municipal Employees (AFSCME) hereinafter referred to as the “Union” as follows:

ARTICLE 1 - RECOGNITION

- 1.1 Recognition: The Medical Center recognizes the Union as the exclusive collective bargaining representative of all Licensed Practical Nurses (LPNs) who work at Cambridge Medical Center, including off-site Cambridge Medical Center-based clinics, excluding supervisors, pool nurses, and casual employees. Except as otherwise provided herein, the terms and conditions of this Agreement shall apply to all Licensed Practical Nurses.
- 1.2 Nurse: The term “nurse” as used herein shall mean “Licensed Practical Nurse”. The term “Licensed Practical Nurse” (LPN) shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nurses as a Licensed Practical Nurse.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Management Rights: Except as specifically limited by the express written provisions of this Agreement, the management of the Medical Center and the direction of the working forces shall be vested solely and exclusively in the Medical Center. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Medical Center rules, regulations, retirement and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided. The provisions of this section shall not be construed as a waiver of the right of the Union or the obligation of management to negotiate with respect to any matter on which negotiations is required under the provisions of the NLRA (National Labor Relations Act).
- 2.2 Equal Opportunity Employer: The Medical Center agrees that there shall be no discrimination shown to any Licensed Practical Nurse (LPN) in the practice of employment because of age, sex, race, religion, national origin, disability, color, creed, status with regard to public assistance, sexual orientation, marital status, or any protected class status under applicable local, state, or federal law, or because of the nurse’s activity or membership in the Minnesota Licensed Practical Nurses Association or the Licensed Practical Nurse Staff Council.

ARTICLE 3 - SCOPE OF AGREEMENT

- 3.1 Scope of Agreement: This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices, or understandings of any kind.
- 3.2 Successors and Assigns: This Agreement shall be binding upon the parties hereto and their successors and assigns for the Medical Center and the Union.
- 3.3 Savings Clause: If an enactment or decision of any legislative body, court, or administrative agency invalidates any provision(s) of this Agreement or requires conduct inconsistent with any provisions of this Agreement, that provision is invalidated. The invalidity of any provision(s) of this Agreement shall not affect any other provision(s) of this Agreement.
- 3.4 Miscellaneous: The term “week” shall mean a period of seven (7) consecutive days. For purposes of Sections 4.1.D.4.h, 7.1, 7.6.A.1, 7.6.B.1, 7.6.B (last sentence), 15.3. 19.8, and 21.1, the first day of the week is the first day of occurrence.

ARTICLE 4 - LPN ROLES

4.1 Clinic Nurse Roles:

- A. **Primary Nurse**: Assigned to work 1:1, 1.5:1, 3:2, or 2:1 with provider(s), mirroring her/his patient appointment times and days of the week. When the provider is out of the clinic, the LPN(s) will maintain regularly scheduled days of the week and may be assigned a team nurse or another primary nurse role. If FTE status is 50% or more as a primary nurse, the nurse will maintain regularly scheduled hours and days.
- B. **TeamNurse**: Assigned to assist all providers and primary nurses within each clinic. May be assigned to work 1:1 with a provider. Days of the week and hours scheduled may vary from one posted schedule to another.
- C. **Split Primary Role**: The Medical Center and the Union support the concept of the primary nurse role; however, to provide flexibility for the LPN while maintaining continuity of patient care, the split-primary nurse role may be an option. For this option to be considered, the following steps will occur:
1. The primary nurse must meet with the provider to inform her/him of the desire to split the primary role, while maintaining the FTE to mirror the provider's schedule.
 2. The primary nurse must, in writing, inform the Clinical Services Manager of desire to split the primary role.
 3. Within seven (7) work days the Clinical Services Manager will then meet with the provider to review the request, at which time the provider may deny the request.

4. The Clinical Services Manager must notify the primary nurse in writing of the decision.

When the request has been approved, the following process is followed:

- a. The Clinical Services Manager will post the opening according to Article 13 of this Agreement.
 - b. If the FTE is 0.4 or less, the position must be filled by an internal applicant.
 - c. The primary nurse needs to maintain the majority of the FTE of the provider's schedule.
 - d. The provider will interview the qualified applicants once the posting is closed.
 - e. The Clinical Services Manager will fill the position according to Article 13.4.
 - f. The two (2) nurses, who will split the role, will sit down with the Clinical Services Manager to set the days each nurse will work.
 - g. The Split-Primary assignment will then begin in approximately two (2) weeks from when the final decision is made.
 - h. Each Split-Primary Nurse role will be reviewed six (6) weeks after being initiated. If the Provider, Nurse, and Clinical Services Manager feel the assignments are working well, it will continue. If even one of the participants has concerns, the Clinical Services Manager may eliminate that particular split-primary role.
 - i. For PTO requests of less than two (2) days, the nurse will have to process a work trade request with their split-primary partner.
5. Any Split Primary Role in existence as of December 31, 2019 will be maintained. For any Split Primary Role approved after January 1, 2020, if either portion of the split role leaves the role, the entire role (combining both portions of the split) will be offered to the remaining LPN. If the remaining LPN in that split role declines the full position, that LPN may apply for any open position. If that LPN fails to apply for an open position, the LPN will be considered to have voluntarily resigned.

ARTICLE 5 - HOURS OF WORK

- 5.1 Work Period: The basic work period for LPNs will be forty (40) hours to be worked during a period of seven (7) consecutive days. This period will start at 0700 hours on Saturday and end at 0659 the following Saturday. This period is established for purposes of overtime determination and is not intended, by itself, to address scheduling changes.
- 5.2 Double Back Shifts: Normally, nurses shall have at least ten (10) hours off between assigned shifts. In the event that a Nurse is not off for ten (10) hours between shifts; the LPN shall be paid a premium of one-half (1/2) their base rate of pay for hours worked after receiving less than ten (10) hours off between unscheduled shifts or ten (10) hours between scheduled shifts at the request of the Medical Center or if required for patient care.

Scheduled shifts are those shifts that are assigned up to the LPN's work agreement. Additional hours worked as a result of an early call in or holdover after a shift are considered unscheduled hours. The one half hour unpaid meal period will be excluded for the purposes of calculating the time between two shifts. Double back pay will not be paid for hours worked as a result of LPNs voluntarily exchanging hours, for meetings, and education courses.

- 5.3 Split Shift: The Medical Center agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Medical Center.
- 5.4 Breaks: Nurses shall be allowed a fifteen (15) minute paid break between or during each four (4) hour period worked, and a one-half (1/2) hour unpaid break for meals for a shift of at least six (6) hours.
- 5.5 Start and End Times:
 - A. Primary nurses' start/end time will vary depending on patient care needs. However, the start time will be a minimum of five (5) minutes before the first appointment slot.
 - B. Team Assist/Team Nurse/Float Nurses will be scheduled for shifts in accordance with their work agreement, with start times indicated on the daily schedule.
 - C. If it is necessary for a nurse to arrive early or stay later, prior approval must be obtained from Clinic Management.
- 5.6 Clinic Overtime: One and one half (1 1/2) times the base rate of pay will be paid for all hours worked by a Clinic LPN over forty (40) hours in any work week and more than ten (10) hours in any workday. There shall be no pyramiding of overtime.
- 5.7 Over Twelve Hours: A nurse required to work in excess of twelve (12) consecutive hours shall be paid double (2x) time for all hours worked in excess of twelve (12) consecutive hours.
- 5.8 Flexible Work Shift/ Alternate Work Schedules: The Medical Center and an individual nurse may agree upon a pattern of work schedules that exceed ten (10) hours a day. Work schedules established pursuant to the provisions of this subsection shall be subject to the following conditions:
 - A. A nurse shall have an opportunity to review the flexible work schedule being considered prior to agreeing to work the extended workday.
 - B. The nurse and the Medical Center may limit their agreement to specific types of schedules.
 - C. The Medical Center will retain written documentation that a nurse has agreed to work the extended workday. The Medical Center or a nurse electing to work under this alternative schedule may revoke this agreement by giving written notice of at

least six (6) weeks prior to the effective date of the Medical Center's next posted schedule.

- D. The total hours scheduled during a week may not exceed forty (40). A nurse working in excess of the nurse's scheduled work day shall be paid at a rate of time and one half (1 ½) for all hours exceeding the scheduled shift up to twelve (12) hours, provided the nurse was notified of the overtime after the shift began; and double time (2) times the nurse's regular rate of pay for all hours worked in excess of twelve (12) consecutive hours.
- E. Paid Time Off (PTO) accrual shall be as specified in Article 8, Paid Time Off.
- F. PTO shall be granted in a manner to provide a nurse equal amount of calendar time off as provided in Article 8, Paid Time Off.
 - 1. In establishing the extended workday schedule, the Medical Center will minimize disruptive impact or alterations in scheduling of hours, shifts, holidays, PTO, or weekends for a nurse who is not on an extended workday schedule. It is the intention of this subsection that extended workday schedules are to be a supplement to, and not a replacement for, the basic pattern of (10/40).
- G. There may be flexible shifts less than eight (8) hours in length. FTE and benefits are pro-rated according to the hours worked. Overtime will be paid after ten (10) hours in a work day in accordance with Article 5.6.

ARTICLE 6 - LPN STATUS

6.1 FTE Status Definition:

- A. Full-Time: A full-time nurse is one employed and normally scheduled to work eighty (80) hours in each two (2) week work period (2080 hours per employment year).
- B. Part-Time: A part-time nurse is one regularly scheduled to work less than eighty (80) hours per two (2) week work period.
- C. FTE Status Changes: Change of status for nurses transferring from full-time to part-time or part-time to full-time shall not mean forfeiture of earned benefits or loss of seniority.
 - 1. Temporary FTE Increase Bonus: When a need arises for temporary additional staffing, management will communicate in writing when these opportunities are available. The increased FTE positions will be granted based on seniority and staffing requirements. If the LPN agrees to temporarily increase her/his FTE for 13 weeks, the LPN will be paid a bonus of two hundred fifty dollars (\$250.00) for each 0.1 FTE increase at the end of

the 13-week commitment. The bonus will be paid at the conclusion of the commitment as a lump sum bonus on the LPN's regular pay check. If the commitment to increase the LPN's FTE is ended by management prior to the agreed upon time, the bonus will still be paid to the LPN. If the commitment to increase the LPN's FTE is ended by the LPN prior to the agreed upon time, the bonus will not be paid to the LPN.

2. FTE Status Evaluation: A regularly scheduled part-time nurse, who over a six (6) month period is consistently scheduled to work more than the full-time equivalent (FTE) level for which such nurse was employed, shall upon request of the nurse have her/his FTE level evaluated.

The Medical Center shall consider factors such as: number of concurrent leaves of absence, acuity/census trends, and viability of unfilled positions. If the request appears reasonable, the Medical Center will increase the nurse's authorized FTE level.

The above notwithstanding, a nurse shall not acquire a confirmed FTE level greater than 1.0. Any FTE level which is increased by reason of this section need not be posted nor will normal posting procedure apply.

3. Decreasing an FTE: An LPN wanting to decrease and/or terminate her/his FTE level shall give the Medical Center four (4) weeks written notice of desire to change FTE status. The new authorized FTE level will begin when the hours are able to be replaced.

ARTICLE 7 - SCHEDULING

The Medical Center recognizes the importance of consistent, routine schedules (indicating days of work, not necessarily work location). Notwithstanding, changes may be needed. These types of changes may involve a change in days or times.

- 7.1 Posting Schedules: Work schedules will be posted for a six (6) week period of time. Work locations will be posted two (2) weeks in advance.
- 7.2 Posting of Extra Shifts: Two weeks prior to the daily assignments being finalized and posted, available shifts will be identified in order that nurses may sign up for additional hours.
- 7.3 Granting of Extra Shifts: Open shifts will be communicated to Clinic LPNs via email. The email will include:
 - A. Date of open shift
 - B. Time of open shift
 - C. Assignment
 - D. Date/Time to reply back to staffing via email

The above open shifts shall be awarded to the most senior nurse in the following order:

- A. Regular staff, non-overtime
- B. Regular staff, overtime
- C. Non-bargaining unit nurse
- D. Casual staff nurse
- E. AMC float pool nurse
- F. Agency staff nurse

If two nurses with the same seniority date apply, the granting of the extra shift will be awarded to the first nurse to respond to the staffing office, based on the date and time of the receipt of the e-mail.

7.4 Short Notice Open Shifts:

- A. When filling open shifts caused by sick calls or emergencies, the Medical Center will make a reasonable attempt to offer the available hours to non-overtime regular staff, cross trained nurses and then casual staff.
- B. LPNs who are called in to work within twenty four (24) hours of a scheduled day off, and who agree to report for work that day shall receive a premium of one and a half (1 1/2) times the base rate for the time worked that day.

7.5 Nurses in Clinics with Weekend Schedules: LPNs requested by the Medical Center to work more than two (2) weekends in a six (6) week scheduled period will be paid time and one half (1 1/2) for each extra weekend shift worked that is in addition to their regularly scheduled weekend shifts. Weekend shifts include all shifts worked between 1500 hours on Friday and 0700 hours on Monday.

7.6 Provider Schedule Change: Before the following schedule changes take effect, a discussion will take place that will include:

- * Affected Nurses
- * Clinic Management
- * Physician/Provider requesting the change
- * Union Representative

A. Provider Schedule Changes such as:

- * Provider day off
- * Length of day
- * Increase in days
- * Assigned work location

1. Primary nurses will be notified four (4) weeks in advance of the change.
2. If the LPN does not agree with the change, she/he may bid for another open position that is currently posted.

3. If there are no open positions posted, the LPN must follow the provider's new schedule until accepted into another position.

B. Provider Schedule Change such as:

* Reduction in hours

1. Primary nurse will be notified four (4) weeks in advance of the change.
2. The LPN may elect to voluntarily reduce her/his hours to accommodate the reduction.
3. The Medical Center shall make its best efforts to maintain the LPN's current FTE. In the event that this is not possible, the LPN may exercise her/his applicable seniority rights under Article 20 (Seniority and Reduction of Staff) of this Agreement.
4. In the event the provider who had reduced hours subsequently increases her/his hours, the affected LPN who has been reassigned or voluntarily reduced, shall have the right to return to her/his former FTE status with that provider.

Schedule changes listed in A and B above may begin prior to the four (4) weeks if the nurse is in agreement. Management will consider an extension of up to eight (8) weeks upon the request of the LPN.

C. Provider Schedule Change such as Termination or Provider Decision:

1. The Medical Center may decide to have a displaced LPN work in a float position for some period of time once the provider is gone, if work is available. This is not required of the Medical Center, but is optional on a case-by-case basis depending upon need.
2. When there is a displaced nurse and a position is or becomes available at the Medical Center, the opening will not be posted, but instead the nurse will be appointed to that position. If there are multiple positions available, the displaced nurse will be appointed to his/her desired position provided that the nurse has not received a corrective action of a Written Warning or above in the preceding 12 months. The nurse will have 15 days to choose from open positions. If the displaced nurse is in corrective action, the Medical Center will decide which open position to appoint the nurse after consultation with the nurse.
3. If the position to which the displaced nurse is appointed has a lower FTE level than the nurse had, then the process outlined in Article 20 will be used to make the nurse whole.
4. If the displaced nurse chooses not to accept the available appointment, the nurse will be deemed to have voluntarily resigned as stated in Article 20.

5. If more than one nurse is displaced when a position becomes available, then the most senior displaced nurse will be appointed first.
6. If more than one position is available for appointment, the most senior displaced nurse will choose a position first.
7. If no position becomes available for which the nurse is qualified and can be appointed, the layoff procedure detailed in Article 20 will be implemented.
8. This Subsection shall supersede the posting requirements in Section 13.4.

ARTICLE 8 - PAID TIME OFF (PTO)

- 8.1 **PTO Program:** The Medical Center will provide all benefit eligible LPNs with a program that allows them to maintain balance in their life between work and other activities. The Paid Time Off (PTO) program gives nurses choice and flexibility in using the time off they have earned.
- 8.2 **Guidelines:** PTO is the total vacation, holiday, and sick leave hours that a 0.5 FTE or above (40 hours or more per pay period) LPN accrues for all paid hours except for overtime and call hours. Nurses receive PTO on a maximum of eighty (80) hours per pay period. PTO begins accruing on the first day employment.
- 8.3 **Accrual and Payout:** For nurses hired prior to January 1, 2008, PTO can be accrued to a maximum of 360 hours. The maximum PTO accrual for those hired on or after January 1, 2008 will be consistent with the Allina non-contract PTO policy. There will be no cash-out for hours accrued after the maximum. Accrued and unused PTO hours are paid out upon termination of employment or change to casual status.
- 8.4 **Accrual Schedule and Rates:**

Length of Service	Rate per hour worked/paid	Maximum days per year	Maximum hours per year
Start through 4 years	.093	24	192
5 through 9 years	.112	29	232
10 plus years	.131	34	272

Full time and benefit eligible part-time employees share the same accrual rates. The maximum PTO accrual rates are based on equivalent full-time employment of eight (8) hours per day or 2080 hours per year.

- 8.5 **Balance:** Current PTO balances and accrual schedule will be shown on My Allina. The balance will reflect the addition of any earned PTO and the subtraction of any PTO that the nurse has used during the pay period.
- 8.6 **PTO Hours:** Paid Time Off (PTO) hours shall be considered as hours worked for the purpose of computing all wages, benefits, and seniority.

8.7 PTO Usage:

- A. The number of LPNs approved: The number of nurses scheduled for PTO shall be, except under unusual circumstances, as follows:

Effective through December 31, 2017: 7 nurses

Effective January 1, 2018: 8 nurses

- B. Minimum Bid Requirements: At the time of bidding on a PTO request, a nurse must have accrued at least fifty percent (50%) of the PTO requested; or, in the alternative, the supervisor may approve a nurse's request for PTO if the nurse is able to demonstrate that she/he will have accrued sufficient PTO for use at the time requested.
- C. Reasons for Denial: The Employer may rescind or deny the PTO request of a nurse who does not meet the above minimum requirements or who has not accrued enough PTO to meet the requested use.
- D. Time Off Request: LPNs requesting time off for non-emergency purposes must submit their request in writing to the scheduler prior to the final schedule being posted. If the LPN desires to take a day off, after the final schedule has been posted, she/he must find her/his own replacement and complete the appropriate Work Trade Form and submit it to the scheduler.

8.8 PTO Use for Emergencies: PTO may be used for unscheduled time off not described as illness, or vacation; for example, in the case of a nurse's personal or family emergency. If an emergency comes up with some notice, and attempts fail at finding a replacement, time off will be granted in collaboration between the manager and the nurse. The nurse's reason for time off will be kept confidential.

8.9 Additional PTO Information: For additional information regarding PTO, please refer to the Allina Human Resources Service Center.

8.10 Shift Off Without Pay: A nurse may take one (1) shift off without pay (LWOP) every six (6) calendar months (January 1- June 30, July 1-December 31) without using PTO time and by finding her/his own replacement. The specific details and requirements are contained in the Trade/Give Away Form.

ARTICLE 9 - HOLIDAYS

9.1 Recognized Holidays: For the LPNs, the Medical Center recognizes the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

For the purposes of this Article, a holiday begins with the evening before the holiday (2300 hours) and ends twenty-four (24) hours later, except on Christmas Eve, when the holiday will start at three (3) p.m. on Christmas Eve.

- 9.2 Holiday Pay: A nurse working a holiday shift will be paid straight time with the option of taking an additional eight (8) hours of PTO. A nurse who has the holiday off on a regularly scheduled workday must cover these hours utilizing PTO to maintain their current work agreement.
- 9.3 Same Day Clinic Holiday Pay: All LPNs working in SDC will receive an additional one half (1/2) times base rate premium to equal one and one half (1 1/2) times their base rate of pay for all recognized holidays worked.
- 9.4 Holiday Scheduling: LPNs may be required to work holidays. However, they will be required to work no more than two (2) holidays per year per nurse. The scheduling process will be determined by the Labor Management Committee.

ARTICLE 10 – ASSIGNMENTS

- 10.1 Every effort will be made to maintain consistency when staffing the individual clinics, including maintaining a primary nurse with their assigned provider. All nurses are assigned a home clinic for the purpose of scheduling. As much as possible, this model will be maintained when assigning nurses to minimize disruption; however, it is agreed that:
- A. A nurse may be assigned to any area of the Medical Center, wherever there is a patient care need, as long as she/he is competent to work in that area.
 - B. A nurse's daily assignment may change as the day progresses based upon patient care needs. If multiple changes are made to the daily schedule, updates will be sent to the clinics.
 - C. Low need is not an option when there is a need for patient care in another area of the Medical Center.
 - D. When possible, Team Assist/Float nurses will be given a twenty four (24) hour notice when being scheduled as a primary nurse. If a twenty four (24) hour notice is not possible, a scheduled Team Assist/ Float nurse would be contacted by phone to request that she/he report to work prior to the scheduled start time. Otherwise, if there is no time change for the LPN's scheduled as Team Assist/ Float nurse, she/he will receive their daily assignment when she/he reports to work.

Definition of area: Cambridge Medical Center and off-site Cambridge Medical Center-based clinics.

- 10.2 Work Location/Mileage Reimbursement: Each LPN will have included in their written confirmed work agreement their regular schedule including locations. Mileage will be reimbursed for travel between work sites during the course of the day. Mileage will also be paid to the nurse if there is a scheduled change in site that occurs within three (3) working days.

ARTICLE 11 - LOW NEED

- 11.1 Low Need: The Union and the Medical Center recognize that there may be times when a shortage of anticipated patients or relatively low need for care by the patients present will require a temporary staffing reduction. Such a reduction will be based upon the number and needs of the patients while recognizing the role of the Licensed Practical Nurse.

The following principles will be utilized:

- A. Nurses who are qualified to work at other clinics where there is a need for additional nursing care shall be reassigned to that area.
- B. If there is insufficient work for all the LPNs, the cancellation order shall be:
 - 1. AMC Float pool and Agency Staff
 - 2. Overtime shifts starting with the least senior LPN
 - 3. Volunteers following the process reviewed by the LMC
 - 4. Casual Staff
 - 5. LPNs working above FTE status (extra shifts)

Provisions 1-5 above shall not be considered mandatory low need.

- 6. Regular shifts, starting with the least senior LPN. When more reductions are necessary on any shift and the least senior LPN has already received one (1) mandatory low need occurrence, the next senior LPN shall be assigned until all nurses have experienced an occurrence on a rotating seniority basis.
 - C. The total number of mandatory low need hours shall not exceed sixty four (64) hours for a twelve (12) month period January 1st through December 31st. The total number of mandatory low need hours shall not exceed twelve (12) hours (or one full shift) in a pay period, unless by mutual agreement.
 - D. It shall be the practice of the Medical Center to give nurses who have had a mandatory reduction of hours under this Article an opportunity to make up work hours lost, that currently have not been filled, provided the nurse is qualified, available, and willing to do the work.
 - E. PTO may be used when nurses are assigned either mandatory or voluntary low need hours.
- 11.2 Pre-start Mandatory Low Need Notification: Prior to the start of the nurse's daily assignment or during the assignment, the LPN will be notified at least one (1) hour in advance of a low need cancellation. Any nurse who is notified less than an hour before their start time will be entitled to one (1) hour of compensation at the nurse's regular rate of pay. LPNs will provide up to two (2) preferred telephone contact number(s). The preferred number(s) will be used when cancelling a shift. An attempt to make telephone contact will constitute notification. If a nurse voluntarily goes home there is pay only for hours worked.

LPNs given low need may be required to be on-call. On-Call pay will be instituted per Article 12 of this Agreement.

- 11.3 Post-Start Cancellation: If a nurse responds to work on her/his regular shift and is sent home for lack of work, or if a nurse is asked to report and is sent home, the employee shall receive a minimum of four (4) hours pay. If a nurse voluntarily goes home, there is pay only for hours worked.

ARTICLE 12 - ON CALL PROTOCOL

- 12.1 Off Premises: Payment for on-call hours, where the nurse is not required to remain on Medical Center premises shall be as follows:
- A. A minimum of four dollars and fifty cents (\$4.50) per hour shall be paid for on-call hours that are not worked. On-call compensation will not be paid for hours actually worked during the period of on-call duty. If a nurse is called to work while on-call off premises, the nurse shall be paid not less than six (6) hours pay at the applicable rate of pay.
 - B. On-Call hours shall not be considered hours worked and no overtime payments shall be made for such on-call time.
- 12.2 Hours Worked: Hours actually worked during a period of on-call duty will be paid for at straight time or overtime rates of pay, whichever is applicable.

ARTICLE 13 - JOB OPENINGS

- 13.1 Minimum Requirements for Licensed Practical Nurse Positions:
- A. Job descriptions will list the minimum requirements for the position.
 - B. All nurses will be provided orientation which is necessary to successfully function in their role. This orientation will include education specific to any specialty area or service the nurse will be working in at the Medical Center.
- 13.2 LPN Roles: LPNs will be in Primary Nurse or Team Nurse role.
- 13.3 Posting Open Positions: The Medical Center will post a notice of any position to be filled by a Licensed Practical Nurse on the AKN (Allina Knowledge Network) job posting for a minimum of seven (7) consecutive days prior to filling such position, except that positions of 0.4 FTE or less will be posted via email to all nurses in lieu of an AKN posting. Nurses who are offered the position will have seven (7) days from the date of offer to accept or decline the position. If the position is not filled by a nurse who applied in the original seven (7) day posting period and the Medical Center decides to continue recruiting for the position, the Medical Center will notify the nurses that the position is still open. During the posting period, the Medical Center may temporarily assign an employee to fill the vacancy. The

question of whether an employee is qualified, as the term is used in this Article, shall be determined by the Medical Center.

- 13.4 Filling Positions: Within the first seven (7) days, Bargaining Unit nurses will be given preference. A nurse in formal disciplinary process, in accordance with Corrective Action Article 21, may not be eligible for consideration.

The following procedure will be used when filling the Primary Nurse Role:

- A. Clinic Management will interview candidate(s) for positions to determine whether they meet the minimum qualifications listed for the positions.
- B. The candidate(s) who meet these criteria will be interviewed by the provider.
- C. The provider may recommend to Clinic Management the preferable candidate. If two (2) or more are recommended and meet all the qualifications, seniority will determine who receives the position.
- D. In the case that only one (1) internal candidate applies and does not meet the provider's criteria, external candidates will be considered.

Filling all other LPN Roles: Any other Bargaining Unit nurse currently employed by the Medical Center and qualified to fill the position shall be granted such position upon application. In the event more than one qualified nurse applies for the same position, LPN seniority shall be the determining factor.

- 13.5 Cross-Training Opportunities: If an opportunity is identified for cross-training, the opportunity will be posted. The filling of such positions will follow the language in Section 13.4.

ARTICLE 14 - PROBATIONARY PERIOD

- 14.1 Probationary Period: The first ninety (90) days of employment of all nurses will be a probationary period.
- 14.2 Dismissal during the Probationary Period: The Medical Center may terminate the employment of the nurse at any time and for any reason after the problem has been discussed with the nurse and a Union Representative (Steward or Council 65 Representative).
- 14.3 Completion: Following the completion of the probationary period, a nurse will be considered a regular employee. Seniority and benefits shall accrue from the date of hire.

ARTICLE 15 - EDUCATION

- 15.1 Orientation: All nurses will be provided orientation which is necessary to successfully function in their role. This orientation will include education specific to any specialty area or service the nurse will be working in at the Medical Center.
- 15.2 Competencies: In preparation of daily assignments, a nurse's competencies will be considered. Experiences, education and a self-assessment process are a few of the tools used to determine the individual competencies.

The Labor Management Committee will work on the development of competency checklists. There will be one checklist required of each nurse.

- A. Competency in the basic checklist will be required to work in all LPN positions.
- B. Additional competency checklists will be developed for specialty areas as determined by primary nurses in that specialty.
- C. Training to become competent in a specialty area may be available as requested and approved by Clinic Management.

All competency checklists will be reviewed on an annual basis by the Labor Management Committee.

- 15.3 Training: To the extent possible, nurses shall be given the opportunity to acquire additional skills through in-service training programs and educational seminars. Nurses successfully completing the programs and/or seminars shall be considered for vacancies in areas requiring such skills as vacancies occur.

Each nurse shall, upon request, be given at least two (2) days off per year to attend educational seminars. Nurses shall be notified of approval/disapproval of the request within two (2) weeks of submission of the request. When attending such seminars, the nurse shall be reimbursed tuition and mileage and parking (if applicable) in accordance with Allina Health policy in addition to the regular day's wage. Seminars must be reasonably related to the employee's work and meet Medical Center educational criteria.

- 15.4 Required Training: If the Medical Center sends a nurse to an educational class, the Medical Center will pay for the time spent in class, plus mileage, plus the cost of equipment and books.
- 15.5 Annual Performance Evaluation: The Medical Center utilizes a system of employee evaluation that shall be conducted annually. The nurse shall acknowledge such evaluation by signature to indicate it has been reviewed with her/him. During evaluations, a nurse's work agreement, including location(s), will be reviewed along with any recent certifications and training including any mandatory education.

ARTICLE 16 - SALARY

- 16.1 Wages: Wage rates for nurses are shown on the attached Wage Scale Chart (Appendix A).
- 16.2 Experience Credit: Newly hired nurses may receive credit for placement on the salary scale based on prior relevant experience. "Relevant Experience" is defined for purposes of this subsection as a nurse's past experience in a medical care setting that will positively affect her/his ability to merge readily into the new job of which she/he has been hired. It includes consideration for timely past experience, common technology at the prior workplace and the Medical Center, specialty care areas, level of responsibility, and/or job similarity of job duties and functions. Past experience will be considered in the determination for credit and placement on the salary scale as follows.
- A. Directly related current experience as an LPN, will receive one hundred percent (100%), hour for hour credit placement on the Wage Scale.
 - B. Indirectly related current experience as an LPN in a medical care setting, i.e., homecare to clinic, school nurse to clinic, nursing home to clinic, hospital to clinic, as possible examples, at the manager's discretion, may be given up to seventy five percent (75%) hour for hour experience credit for placement on the salary scale.
 - C. Experience as an internal Medical Center employee with directly transferable skills and experience may be given up to seventy five percent (75%) experience credit at the manager's discretion, i.e., Nursing Assistant, Health Unit Coordinator.
- 16.3 New Hire Letter: All newly hired LPNs will receive a letter outlining the specific work agreement they were hired to, including full time equivalent (FTE) status, pay scale, experience credit and work site. This letter will be placed in the nurse's personnel file and is to be amended whenever there is a change in a nurse's status.
- 16.4 Salary Increments: Nurses shall receive the salary increments based on hours in Article 16.1, including any low need time. Nurses shall not receive credit for time that elapses during a break in service, including leaves of absence that are unpaid.
- 16.5 Longevity Award: Eligibility: The annual bonus is based on length of service within the Allina Hospitals and Clinics and is for nurses who reach thirty (30), thirty five (35) and forty (40) years of service.

Payment will be made in the first pay period of February. Total Bonuses paid equal Allina Length of Service Recognition Award plus the Medical Center contribution and are as follows:

30 years (thirty)	\$ 550.00 (five hundred fifty dollars)
35 years (thirty five)	\$700.00 (seven hundred dollars)
40 years (forty)	\$850.00 (eight hundred fifty dollars)

ARTICLE 17 - DIFFERENTIAL PAY

- 17.1 Weekend Differential: Nurses will be paid an additional seventy cents (\$.70) per hour worked on the weekend. Weekend hours are defined as 1500 hours on Friday through 0700 hours on Monday.
- 17.2 Shift Differential: The additional payment, above the basic salary, for those LPNs working with providers who have appointments scheduled after 1700 hours shall be paid for all hours worked after 1500 hours on that day. The shift differential rate shall be two dollars (\$2.00) per hour.
- 17.3 Lead Pay: Nurses who agree to work as a Clinic Lead will receive an additional one dollar and twenty five cents (\$1.25) per hour above their base rate.

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

- 18.1 Allina Benefit Plan: The Medical Center shall make available to nurses a benefit program consistent with that used for Allina standard benefits.

Nurses who are scheduled to work at least forty (40) hours per pay period shall be eligible to participate in the Allina benefit plan. This plan includes Medical, Dental, Life, Income Protection (Short-Term Disability), and Long-Term Disability. The Medical Center may amend this plan from time to time, provided, however, that the Union will be notified of the changes in advance.

Each nurse will be provided with an enrollment packet and worksheet identifying available coverage options, as well as, credit available and additional cost to the nurse, if any.

- 18.2 Retirement Benefits: Nurses will be covered by the Allina Retirement benefits under the same terms and conditions as non-contract Medical Center employees.
- 18.3 Income Protection: For extended illness or injury, the Income Protection Plan (short term disability) provides for additional paid time after ten (10) calendar days of disability. Income Protection gives nurses sixty percent (60%) of regular pay for up to ninety (90) calendar days of disabling injury or illness. This is provided at no cost to the nurse.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 Parental and Illness/Disability Leave: An LPN, regardless of his or her FTE status, may take parental and illness/disability leaves of absence as provided in this Article. The terms "serious health condition" and "essential functions" shall be interpreted pursuant to applicable federal law, unless defined more liberally in favor of the nurse in this section.
- A. Parental Leave: Parental leave is available for the birth of the nurse's child or the placement of a child with the nurse for adoption or foster care. The availability of parental leave expires twelve (12) months after the date of birth or placement.

Parental leave under this Section may be taken on an intermittent basis or to reduce a normal work schedule only with the approval of the Medical Center.

- B. Illness/Disability Leave: Illness/Disability leave is available when the nurse is unable to perform the essential functions of her/his position due to the nurses serious health condition, or when the nurse is needed to care for her/his child under the age of eighteen (18) (or older, if the child is incapable of self-care due to mental or physical disability), her/his spouse, her/his parent, her/his sibling, in the case of any of these family members serious health condition. A nurse may take illness/disability leave under this Section on an intermittent basis or to reduce a normal work schedule if certified as medically necessary. If this is done, the nurse may be required to transfer temporarily to an alternative position.
- C. Other:
1. Eligibility: Nurses who have completed their probationary period will be eligible to take parental or illness/disability leave under this Section. In all situations, the amount of eligible leave described in Subsection 2 (below) is calculated by looking backward twelve (12) months from the date of proposed leave.
 2. Amount of Leave: Eligible nurses will be granted up to thirteen (13) weeks of parental or illness/disability leave in a rolling twelve (12) month period.

For part-time nurses, leave entitlement will be calculated on a pro-rated basis in accordance with their regularly scheduled workweek (e.g., 20 hours leave will equal one week for an 0.5 FTE nurse).
 3. Payment During Leave: The leave(s) under this section may be paid (providing the nurse has available paid time) or unpaid.
 4. Health and Welfare Benefits during Leave: The nurse's benefits (health plan, life coverage, dental coverage and long term disability) during a parental or illness/disability or leave under this Section shall be continued under the same terms as if the nurse was not on leave. The nurse's portion of the premium for those benefits must be paid when due.
 5. Failure to Return from Leave: If a nurse fails to return from a parental or illness/disability or leave under this Section without a written agreement with the Medical Center for an extension, she/he shall then be separated from employment.
 6. Seniority: The nurse's seniority during a parental illness/disability or leave under this Section shall be maintained. Additional seniority shall accrue during paid leave time but shall not accrue during the time the leave is unpaid.

- D. FMLA: Employees may also be eligible for leave under the Family Medical Leave Act as provided under federal law and Allina Health policy. If an employee is granted leave under Subsection A or B above and the FMLA, any such leave shall run concurrently.
- 19.2 Critical Illness or Death in the Immediate Family: A leave of absence without pay shall be granted to employees for critical illness or death in the immediate family: spouse, mother, father, child, sister, brother, grandparent, and grandchild, including all of these same relatives by marriage (in-law and step), for a period of twelve (12) weeks. The leave may be extended for an additional period as may be agreed upon between the nurse and the Medical Center. Length of service benefits shall not accrue but shall remain the same as at the beginning of the leave. The Medical Center will not permanently fill the nurse's position during the period of leave of absence. A nurse may request this twelve (12) week period to be split in up to three (3) blocks of time. Requests for non-consecutive time off will be granted if the nurse gives three (3) weeks' notice. In cases of emergency the three (3) week notice will not be required for the initial absence. Exceptions to the notice requirement, as it related to subsequent absence(s), will be considered by the Medical Center on a case by case basis.
- 19.3 Personal Leave: The Medical Center may grant all or a portion of a nurse's request for a Personal leave up to ninety (90) days when, in the Medical Center's discretion, there is a compelling reason for the leave, and the employee's absence from the workplace will not be an undue hardship for the patients or customers, the remaining nurses, or the Medical Center. A nurse who is eligible for a Family and/or Medical leave must exhaust those leaves before being eligible to take a Personal Leave. Further guidelines for a Personal Leave can be found in the Allina Hospitals and Clinics Leaves of Absence Policy.
- 19.4 Bereavement Leave: A leave of absence of three (3) days without loss of pay shall be granted to nurses in case of death in the immediate family (spouse, mother, father, child, sister, brother, grandparent, grandchild, including all of these same relatives by marriage (in-law and step) and also domestic partner) for the purpose of attending the funeral. Such leaves shall be the day of the funeral, the day prior thereto and the day after, unless different days are agreed to between the nurse and the Medical Center. If a death occurs during a scheduled vacation, the funeral days shall be substituted for PTO days. For people other than the members of the immediate family, a nurse may use PTO for time off.
- 19.5 Jury Duty: A leave of absence without the loss of pay will be granted to nurse(s) for jury duty. The Medical Center will reimburse a nurse for the difference between the nurse's base of pay and the amount allowed for jury service.
- 19.6 Military Leave: The rights of part-time and full-time employees who enter the Armed Forces of the United States shall be in accordance with state and federal military leave laws.
- 19.7 Return to Work: A nurse who takes a parental and/or illness/disability leave pursuant to this section will be reinstated to her/his pre-leave position at the conclusion of the leave, provided the leave did not exceed the length specified in 19.1.C.2 (Amount of Leave) and the pre-leave position has not been eliminated or otherwise no longer exists (in which case the nurse shall have the rights pursuant to the provisions regarding layoff). Nurses returning

from a leave of absence (other than a parental and/or illness/disability) of ninety (90) days or less shall be returned to their original shift and to their original position at the next scheduled work period. When a nurse returns from such a leave of absence of over ninety (90) days and less than one year, she/he shall be returned to her/his original position if available or, if it is not, to an LPN position. The nurse's rights upon return from discretionary leave shall be as agreed to in writing between the nurse and the Medical Center at the time the leave was given.

- 19.8 Union Leave: Members of the Union elected to act as delegates to a state or international convention shall be allowed time off without the loss of seniority to attend such convention, within PTO usage guidelines as set out in Article 8 of this Agreement. Members of the Union elected to serve on committees or as officers of the state or international union shall be given five (5) working days' time off without the loss of seniority for such purposes. Requests for such time shall be submitted at least three (3) weeks prior to the time being requested.
- 19.9 Minnesota Board of Nursing: Nurses appointed to the MN Board of Nursing may be granted up to twelve (12) days per year of unpaid time off to attend board meetings. These hours shall count toward meeting the nurse's work agreement. The granting of such leaves shall be based on the Medical Center's staffing requirements.

ARTICLE 20 - SENIORITY AND REDUCTION OF STAFF

- 20.1 Seniority Definitions: "Employer Seniority" is the date of continuous employment with the Medical Center. Employer seniority applies to but is not limited to PTO accrual, pension benefits, and service recognition.
- "LPN Seniority" is the date of continuous employment as an LPN within the Bargaining Unit. LPN seniority applies but is not limited to bidding for jobs, vacation bidding, and layoffs.
- 20.2 Same Seniority Date: If the situation arises in which two or more nurses have the same seniority date, the nurse with the highest FTE status at the time of hire is considered most senior. If the date and the FTE are the same, then the solution will be defined by the Union at that time.
- 20.3 Loss of Seniority: Nurses shall lose all seniority under this Agreement upon any of the following events:
1. Termination of employment (voluntary resignation, discharge for cause, retirement, etc.);
 2. No call/no show absence of three (3) or more consecutive days, unless unusual circumstances prevent the nurse from calling in;
 3. Transferring to a position outside of the Bargaining Unit for more than ninety (90) days;
 4. Failure to return from a leave of absence at the agreed upon time;
 5. Refusal of recall (as provided in Article 20.9 and 20.11);

6. Loss of recall rights (as provided in Article 20.9 and 20.11).

- 20.4 Layoff Prevention: Before resorting to an actual lay off, the Medical Center will offer the nursing staff an opportunity to voluntarily request LOAs without pay of not more than ninety (90) days. During such leaves of absence, vacation shall continue to accrue up to forty five (45) days. The Medical Center will not permanently fill the nursing position during the period of the leave of absence.
- 20.5 Layoff Order: In the event it is necessary to lay off staff due to lack of work, nursing staff shall be laid off on basis of least LPN seniority. LPNs shall be recalled in reverse order of lay off.
1. No differentiation between full-time and part-time staff will be made with regard to seniority and lay off.
 2. Seniority lists will be updated every six (6) months.
 3. An LPN may be retained out of sequence prescribed by such LPN seniority lists, if a staff member with greater seniority does not have the ability to perform the duties within a reasonable period of orientation, not to exceed fifteen (15) working days. The Medical Center may retain nurses out of sequence when the Medical Center determines that a fifteen (15) day orientation would be inadequate.
- 20.7 Layoff Notification: Affected LPNs and the Union will be given two (2) weeks (fourteen [14] days) written notice in advance of lay off. Nursing staff members who are laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay upon written request of the Medical Center.
- 20.8 Seniority during Layoff: Seniority will be maintained, during the layoff period.
- 20.9 Recall: Recall will be in order of seniority with the most senior LPN of the layoff status recalled first, provided the nurse had the necessary skills/competencies required for the position. Recall will continue in order of the most senior to least senior until all LPNs have been recalled to the FTE status held before layoff.
1. An LPN will have seven (7) calendar days to respond to the recall and have two (2) weeks from the date he/she accepts recall to start the position.
 2. An LPN choosing not to accept the recall position will lose all seniority rights.
 3. Recall rights expire one (1) year from the date of layoff. Seniority will be lost if the LPN is not recalled from layoff within that time period.
- 20.10 Use of Casual Staff during Layoff: Casual staff will not be used during layoff unless supervisors are unable to fill such hours with regular staff that has LPN seniority.
- 20.11 Refusal of a Position: Those displaced Nurses who refuse bona fide positions will be considered to have voluntarily resigned.

ARTICLE 21 - CORRECTIVE ACTION

- 21.1 Notice: The Medical Center will give a nurse two (2) weeks written notice of termination of employment, unless the termination is for cause. The nurse will give the Medical Center two (2) weeks written notice of termination of employment. Inadequate notification will result in forfeiture of accumulated benefits unless mutually agreed otherwise.
- 21.2 Administering Discipline: The Medical Center shall administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The Medical Center's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent reoccurrence, and prepare the employee for satisfactory service in the future. We hope that most employee problems can be corrected at an early stage, benefiting both the employee and Medical Center.
- 21.3 Just Cause: The Medical Center has the right to impose disciplinary actions on nurses for just cause that is proportionate to the behavior and considers the nurse's prior record of discipline. Disciplinary action may be taken against a nurse for just cause. Disciplinary measures may include the following: 1) Informal counseling; 2) Verbal Warning; 3) Written Warning; 4) Final Warning or Suspension; 5) Termination; or 6) other actions appropriate to the situation.
- 21.4 Union Representation: Nurses have the right to Union representation of one (1) steward during an investigation which could lead to discipline or during a disciplinary meeting that is in conformity with Federal Law. Nurses may be allowed an additional steward for training purposes.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.1 General: For purposes of this Agreement, a grievance is defined as a dispute or disagreement as to the interpretation or application of any term of this Agreement. All grievances will be subject to the Grievance Procedure set forth in this article.
- 22.2 Grievance Steps:

Step 1: Prior to submitting a formal grievance in writing, the employee will informally discuss the grievance with the employee's immediate manager, and a union representative if desired, in an effort to resolve the issue. In the event the employee and manager cannot resolve the grievance through informal discussion, the Union will reduce the grievance to writing and submit it to the Director of Human Resources and Labor Relations. Such written grievance must be submitted within 15 calendar days of the occurrence giving rise to the grievance. Grievances regarding wages will be considered timely if submitted within 15 calendar days of the pay date for the pay period during which the alleged grievance occurred. The written grievance shall include a

statement outlining the nature of the grievance, the provisions of the contract in dispute, and the remedy requested.

Step 2: Within 10 calendar days of the receipt of the written grievance, representatives of the Medical Center and the Union shall meet and attempt to resolve the grievance. With 10 calendar days after the meeting, the Medical Center representatives will provide written response to the grievance.

Step 3: If the grievance is not resolved in Step 2, either the Medical Center or Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt of the Medical Center's Step 2 written response. The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of neutral arbitrators to be submitted to the parties by the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.

- 22.3 Arbitrator Authority: The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the express written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievances and the arbitrator shall have no power to decide any other issues.
- 22.4 Arbitration Decision and Cost: The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.
- 22.5 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 limits shall result in the grievance being permanently barred, waived, and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.
- 22.6 Presentation of Grievances: Nurses shall have the right to present grievances in person or through a Union representative at the appropriate step of the grievance procedure.

ARTICLE 23 - LABOR MANAGEMENT COMMITTEE

- 23.1 Labor Management Committee (LMC): The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of the employee, the Union, and the Medical Center. It is recognized that matters other than formal grievances may arise which may be appropriate

to discuss in a Labor Management Committee (LMC). This committee shall have no power to either modify the terms of the Agreement or adjust grievances.

The LMC shall consist of representatives of the Medical Center, the bargaining unit (which shall be representatives of the various services of the Medical Center), and of the Union. Bargaining unit members shall be paid for time spent in attendance at designated joint meetings of the LMC and this time shall be considered as hours worked.

ARTICLE 24 - UNION SECURITY

- 24.1 Membership: Nurses covered by this Agreement shall have the free and voluntary choice to become members of the Union or to refrain from becoming members of the Union. Nurses who elect not to become members of the Union who are hired after April 23, 1981, shall be required as a condition of employment, beginning on the thirtieth (30th) work day following the beginning of such employment, to pay the Union a service charge toward the administration of the Agreement and the representation of such employee. The service charge shall not exceed the monthly Union dues paid by nurses who work the same number of hours and who have become Union members. The service charge shall be payable at the same time as the Union regular dues are payable.
- 24.2 Withdrawal: Any nurse who is a member of the Union in good standing on the date of this Agreement or who becomes a member after that date shall, as a condition of employment, maintain membership in the Union in good standing until fifteen (15) days previous to the end of the period of this Agreement as fixed in Article 26 below, or until fifteen (15) days previous to the end of the period fixed by any extension, modifications or renewals of this Agreement under the terms of such Article. To make any such withdrawal effective, the nurse must notify the Medical Center and the Union, by registered mail, no later than fifteen (15) days prior to the expiration of this Agreement or any extension, modification, or renewal of this Agreement.
- 24.3 New Employee Notice to Union: Within thirty (30) days of the effective date of this Agreement, the Medical Center agrees to furnish the Union a list of names and addresses of all Licensed Practical Nurses employed by the Medical Center who are covered by this Agreement. Thereafter, the Medical Center agrees to furnish the Union a monthly list of new hires, terminations, and nurses on leaves of absence.
- 24.4 Dues Deduction: The Medical Center agrees to deduct monthly dues, initiation fees, Union-authorized deductions, and assessments for the wages of nurses covered by this Agreement. Deductions shall be made each month and promptly remitted to the Union together with a list of the names of the nurses and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and remitted.
- 24.5 Dues Dispute: If a dispute occurs between the Union and a Nurse over payment or non-payment of the applicable service charge, the Union will hold the Medical Center harmless and will handle the dispute without cost to the Medical Center.

24.6 Bulletin Board/E-Mail: The Medical Center will make available a bulletin board for the posting of Union meeting notices and related materials. Members may also use the Allina e-mail system to communicate appropriate Union business.

ARTICLE 25 - NO STRIKE-NO LOCKOUT


25.1 No Strike/No Lockout: There shall be no strikes or lockouts, of any kind during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 22.

ARTICLE 26 - TERM OF AGREEMENT


26.1 Term of Agreement: This Agreement shall be in full force and effect from January 1, 2020 through December 31, 2022. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.

In Witness whereof, the undersigned have caused this Agreement to become effective and duly executed by their duly authorized representatives:


CAMBRIDGE MEDICAL CENTER



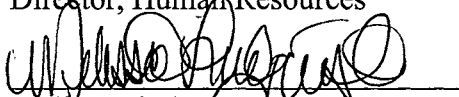
Virginia Vidor
Manager, Clinical Services



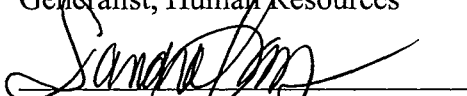
Kimberly Stumne
Supervisor, Clinical Services



Diane Rasmussen
Director, Human Resources

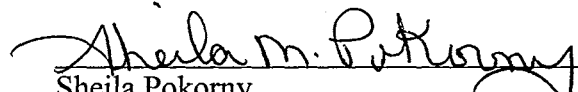


Melissa Lindquist
Generalist, Human Resources

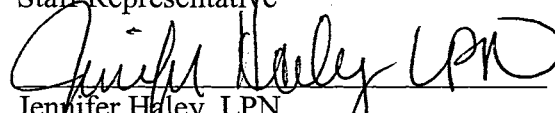


Sandra Francis
Labor Relations Counsel

MLPNA/AFSCME COUNCIL 65




Sheila Pokorny
Staff Representative



Jennifer Haley, LPN



Dana Moore, LPN



Kathleen Haessly, LPN

APPENDIX A

WAGE SCALE CHART

LPN Clinic

Step	Step Description	Hours Required	1/1/2020 (3.0%)	1/1/2021 (2.5%)	1/1/2022 (2.5%)
1	Start	0-2079	\$21.22	\$21.75	\$22.29
2	1 Year	2080-4159	\$21.75	\$22.30	\$22.85
3	2 Years	4160-6239	\$22.29	\$22.85	\$23.42
4	3 Years	6240-8319	\$22.85	\$23.42	\$24.00
5	4 Years	8320-10,399	\$23.42	\$24.01	\$24.61
6	5 Years	10,400-12,479	\$24.01	\$24.61	\$25.22
7	6 Years	12,480-14,559	\$24.61	\$25.22	\$25.85
8	7 Years	14,560-18,719	\$24.98	\$25.60	\$26.24
9	9 Years	18,720-20,799	\$25.50	\$26.14	\$26.79
10	10 Years	20,8000-24,959	\$26.00	\$26.65	\$27.31
11	12 Years	24,960-31,199	\$26.71	\$27.38	\$28.06
12	15 Years	31,200-35,359	\$27.56	\$28.25	\$28.96
13	17 Years	35,360-51,999	\$28.06	\$28.76	\$29.48
14	25 Years	52,000 or more	\$28.21	\$28.92	\$29.64

Cambridge Medical Center

and

AFSCME Council 65

SUBJECT: Hospital LPNs

Allina Health d/b/a Cambridge Medical Center (the "Medical Center") and the Minnesota Licensed Practical Nurses Association/Minnesota Council 65, American Federation of State, County, and Municipal Employees – AFSCME (the "Union") hereby agree as follows:

- If at any time during the term of the collective bargaining agreement (January 1, 2020 through December 31, 2022) the Medical Center begins to utilize LPNs in the Hospital, such Hospital LPNs will be considered part of the bargaining agreement and the parties agree to meet and negotiated the terms and conditions of employment for such Hospital LPNs.

AGREED TO:

CAMBRIDGE MEDICAL CENTER

MLPNA/AFSCME COUNCIL 65

By *Diane Rasmussen*
Its *Directa Human Resources*
Dated *1/21/2020*

By *Sheila M. Potlony*
Its *AFSCME staff Rep*
Dated *1-21-2020*

ALLINA HEALTH LABOR RELATIONS

By *Sandra King*
Its *LR Council*
Dated *1/28/2020*

Cambridge Medical Center

and

AFSCME Council 65

SUBJECT: Hospital LPNs 2

Allina Health d/b/a Cambridge Medical Center (the “Medical Center”) and the Minnesota Licensed Practical Nurses Association/Minnesota Council 65, American Federation of State, County, and Municipal Employees – AFSCME (the “Union”) hereby agree that except as described as described below, the provisions of the collective bargaining agreement will apply to Hospital-based LPNs in the bargaining unit.

1. **Section 5.6:**

Hospital Overtime: One and one half (1 1/2) times the base rate of pay will be paid for all hours worked by a Hospital LPN over forty (40) hours in any work week and more than twelve (12) hours in any workday. There shall be no pyramiding of overtime.

2. **Section 17.2:**

Hospital Shift Differential: An additional payment, above the basic salary, for Hospital LPNs working a 12-hour shift shall be paid for all hours worked after 1500 hours on that day. The shift differential rate shall be two dollars (\$2.50) per hour.

3. **Section 9.3:**

Hospital Holiday Pay: All Hospital LPNs will receive an additional one-half (1/2) times base rate premium (to equal one and one half (1 1/2) times their base rate of pay) for all hours worked on recognized holidays.

4. **Scheduling:**

Hospital LPNs will be scheduled to work through the Medical Center’s electronic scheduling system, using timelines associated with that system and not those described in Sections 7.1 and 7.2.

5. **Section 15.1:**

The applicable base hourly rate of pay for Hospital LPNs is described in the chart below:

Step	Step Description	Hours Required	1/1/2020 (3.0%)	1/1/2021 (2.5%)	1/1/2022 (2.5%)
1	Start	0-2079	\$21.42	\$21.96	\$22.51
2	1 Year	2080-4159	\$21.96	\$22.51	\$23.07
3	2 Years	4160-6239	\$22.51	\$23.07	\$23.64
4	3 Years	6240-8319	\$23.13	\$23.71	\$24.30
5	4 Years	8320-10,399	\$23.71	\$24.30	\$24.91
6	5 Years	10,400-12,479	\$24.32	\$24.93	\$25.55
7	6 Years	12,480-14,559	\$25.18	\$25.81	\$26.46
8	7 Years	14,560-18,719	\$25.87	\$26.52	\$27.18
9	9 Years	18,720-20,799	\$26.56	\$27.23	\$27.91
10	10 Years	20,8000-24,959	\$27.30	\$27.98	\$28.68
11	12 Years	24,960-31,199	\$28.04	\$28.74	\$29.46
12	15 Years	31,200-35,359	\$28.45	\$29.16	\$29.89
13	17 Years	35,360-51,999	\$28.76	\$29.48	\$30.21
14	25 Years	52,000 or more	\$29.06	\$29.78	\$30.53

The parties recognize that as LPNs begin to work in the Hospital, the parties may identify additional areas of the contract that may need to be reviewed to address the applicability of those provisions to the Hospital LPNs.

AGREED TO:

CAMBRIDGE MEDICAL CENTER

By *Diana Rasmussen*
 Its *Human Resources Director*

Dated *1/21/2020*

MLPNA/AFSCME COUNCIL 65

By *Ashida M. Pottery*
 Its *AFSCME Staff Rep*

Dated *1-21-2020*

ALLINA HEALTH LABOR RELATIONS

By *Sandra M...*

Its *LR Council*

Dated *1/28/2020*

LETTER OF UNDERSTANDING

Between

Allina Health d/b/a Cambridge Medical Center

And

AFSCME COUNCIL 65

SUBJECT: PTO RESCISSION

... ..
This Agreement is made and entered into between Allina Health d/b/a Cambridge Medical Center (the "Employer") and AFSCME Council 65 and AFSCME Local 105 (the "Union"). The parties hereby agree as follows:

1. The Medical Center will permit an LPN to rescind his or her previously approved PTO request and will re-offer PTO to the LPNs denied their PTO requests for that date, if any, provided that the rescinding LPN rescinds his or her PTO request in writing to staffing at least 2 weeks prior to publication of the 6-week schedule.
2. In the event that an LPN rescinds his or her PTO at least 2 weeks prior to the publication of the 6-week schedule; the Medical Center will send one email to all of the LPNs previously denied PTO for that date informing them that: (1) an LPN has rescinded a PTO request; (2) the PTO date is now available; (3) if the LPN still desires to take PTO on that day, the LPN should resubmit a written Time Keeping Request (in accordance with standard procedures for requesting PTO) for that date within 3 clinic business days; and (4) the available PTO will be awarded to the LPN that resubmits a written request for PTO in order of denial from the original PTO request list.
3. In the event the PTO rescission request is not made in writing to staffing at least 2 weeks prior to publication of the 6-week schedule, the Medical Center will not have an obligation to seek re-submission of PTO requests from those originally denied and will not have an obligation to schedule the maximum number of LPNs for PTO. Instead, the original LPN's PTO will remain scheduled and the LPN can either (1) rescind his or her PTO, if possible, in accordance with the Guideline for Rescinding PTO, or (2) complete a work trade/shift giveaway request.

AGREED TO:

CAMBRIDGE MEDICAL CENTER

By Diane Rasmussen
Its Human Resources Director
Dated 1/21/2020

AFSCME COUNCIL 65

By Abigail M. Potlony
Its AFSCME Staff Rep
Dated 1-21-2020

ALLINA LABOR RELATIONS

By Sandra Lee
Its UK Council
Dated 1/28/2020