

AGREEMENT

between

ESSENTIA HEALTH VIRGINIA

VIRGINIA, MINNESOTA

and

LICENSED PRACTICAL NURSES

LOCAL UNION #730

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2020- DECEMBER 31, 2023

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ARTICLE 1
RECOGNITION

Section 1.1 Exclusive Representative

Essentia Health Virginia hereby recognizes Local No. 730, Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes for the LPNs of Essentia Health Virginia, in the unit consisting of all Licensed Practical Nurses employed as LPNs by Essentia Health Virginia.

Section 1.2 Successors and Assignees

This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto or affecting, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership, or management, of either party hereto, or by any change geographically or place of business of either party hereto.

Section 1.3 Access to Premises

The Union shall have the right to use designated bulletin boards to announce their meetings. The Union, may use available rooms at Essentia Health Virginia for Union meetings. Requests for the use of meeting rooms and/or other equipment shall be made in advance.

Section 1.4 Union Participation

Union representatives shall be permitted reasonable time with advance notice to visit and confer with LPNs at their work sites and with the Employer regarding complaints and grievances and to assure that the Agreement is being properly administered. No LPN will suffer any loss of pay or benefits for such meetings.

The Employer will grant up to five (5) days off per year for attendance at union events. The AFSCME Chairperson from each facility shall determine who within their membership shall be granted such days off. Days off will be requested following established procedure. Such days off shall be unpaid, without loss of benefit hours, or the LPN may elect to use accrued paid time off (PTO). The number of LPNs from a single unit who may be gone at one time shall be based upon the staffing needs of each unit.

Section 1.5 Equal Employment Opportunity

Essentia Health Virginia, either in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Licensed Practical Nurse because of race, color, national origin, religious affiliation, sex, marital status, or membership or activity on behalf of the Union or participation in the grievance procedure.

Section 1.6 Management Rights

The management of Essentia Health Virginia will be vested in the Employer. Matters of inherent managerial policy shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and the direction and number of personnel; provided, however, that in the exercise of such functions of the Employer, the Employer shall not alter any of the provisions of this Agreement.

Section 1.7 Non-Conflict

It has been agreed to by the parties that it shall be the policy of the Employer during and for the duration of this Agreement that the Employer, without the consent of the Union, will not enter into, establish or promulgate any resolution, agreement or compact with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

ARTICLE 2 MEMBERSHIP AND SECURITY

Section 2.1

All Licensed Practical Nurses covered by this Agreement may become Union members after the completion of a probationary period of five hundred twenty (520) hours.

Upon receipt of written notice from an eligible employee who has signed an authorized payroll deduction card, the Employer shall deduct Union dues from the employee's salary, in accordance with a sum certified by AFSCME Local 730. The Employer agrees to make such payroll deductions and remit same to AFSCME Minnesota Council 65, together with a listing of names and addresses of the employees from whose pay deductions were made, hours of work, and salary rate, and their FTE status on a monthly basis.

Deductions may be terminated by the employee giving thirty (30) days written notice to the Employer with a copy to Local 730 President, after which the Employer will discontinue further deductions.

Corrections of any overpayments or under payments will be the responsibility of the Union.

Section 2.2

Those employees who do not wish to become Union members shall pay an agency shop fee as established and assessed by the Union, not to exceed 100% of the assessed Union dues.

The Employer agrees to provide the Union with the name, address, hourly wage rate, FTE status and such relevant information as is requested by the Union in order to assess such fees and notify employees of same. The Employer shall, upon notification from AFSCME Council 65, make a payroll deduction in the amount of the assessed agency shop fees and remit same to the Union on a monthly basis.

Section 2.3 New Member List

The Employer agrees to furnish the Union a list of the names and addresses of all LPNs employed by the Essentia Health Virginia who are covered by this Agreement, together with the LPN's original date of hire and total recognized seniority hours, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires and terminations and nurses on leave of absence.

Section 2.4 PEOPLE Deduction

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 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 promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This shall apply as long as AFSCME Local 730 (both LPN and Service and Support Units) has a minimum amount of five (5) participants with a minimum contribution of one dollar (\$1.00) per month per person.

ARTICLE 3
STATUS OF THE LICENSED PRACTICAL NURSE

Section 3.1 Classification

The Licensed Practical Nurse is responsible for high quality nursing care under the direction of the Registered Nurse, and performs certain functions independently. For the assumption of these responsibilities and sharing of some duties parallel or similar to duties exercised by the Registered Nurse, the Licensed Practical Nurse shall be classified apart from non-licensed auxiliary personnel (nurse assistants, orderlies and clerks).

ARTICLE 4
SPECIAL CONFERENCES

Section 4.1 Commitment to Hold Special Conferences

In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible labor relations participation, special conferences may be held at the request of either party to exchange ideas and information, and together explore and discuss situations and subjects of mutual interest and concern.

ARTICLE 5
EDUCATION

Section 5.1

LPNs working 0.6 FTE or greater are eligible for the following:

- a. Tuition Reimbursement: A LPN in pursuit of an RN degree is eligible for reimbursement of eighty percent (80%), up to a maximum of two thousand dollars (\$2,000) per fiscal year (July 1 – June 30), for tuition and books under the following circumstances:
 1. The LPN applying for tuition reimbursement will be required to sign a separate contract with the Employer establishing the terms and conditions of accepting reimbursement.
 2. The LPN agrees to continue to work for the Employer for at least one (1) year after successful completion of the sequence of studies provided the LPN is an acceptable candidate and an RN position is available.
 3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been approved.
- b. Continuing Education: One (1) education day per calendar year with pay for the purposes of attending continuing education programs, workshops and seminars. The days are subject to approval by the Department Manager/Director based upon staffing needs on the day and shift requested. The education day may be in addition to or in lieu of the LPN's posted hours.

The LPN must obtain prior authorization for such educational monies from his/her nurse manager.

Section 5.2

When education is required by the Employer it shall be provided at no cost to the LPN and at no loss of pay.

ARTICLE 6
EMPLOYEE DEFINITIONS

Section 6.1 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 Board of Nursing as a Licensed Practical Nurse. Only persons so licensed shall be recognized as Licensed Practical Nurses.

The position of Clinical Assistant can be filled by a LPN. Additionally, Certified Medical Assistants may qualify for the position of Clinical Assistant.

Section 6.2 Full-time LPN

Licensed Practical Nurses who are regularly scheduled to work forty (40) hours or more per week shall be classified as full-time LPNs.

Section 6.3 Part-time LPN

Licensed Practical Nurses who are regularly scheduled to work fewer than forty (40) hours per week shall be classified as part-time LPNs. Part-time LPNs with an established FTE of 0.6 or greater shall receive all benefits of full-time employment on a pro-rata basis except as otherwise specified herein.

Section 6.4 Casual LPN

Licensed Practical Nurses who are employed by the Employer to supplement its full-time and regularly scheduled part time staff shall be classified as casual LPNs. Such LPNs shall have no assurance of availability of work hours and shall have no preference as to the shift or shifts they are assigned.

To maintain employee status and to maintain previously accrued length of service and seniority rights, a casual LPN shall work at least twelve (12) shifts per calendar quarter to maintain seniority rights under this contract. The above requirements shall not be applicable in instances where the LPN fails to work the specified number of shifts because work is not made available by the Employer. LPNs may request work as a casual LPN in other departments.

Section 6.5 Temporary Employee

A "temporary employee" is an employee outside the scope of this agreement. This employee is hired: (a) to temporarily substitute for a specific absent employee when the absent employee's position cannot be filled under the Temporary Vacancy article; or (b) to work on a project of limited duration where the need to continue the position beyond the temporary period is not anticipated. A temporary position shall have a definite ending date that shall not exceed 180 days without the mutual consent of the parties. Temporary employees' service may be terminated at the end of the designated period without just cause, and they shall not have access to the grievance and arbitration provisions of Article 7.

Section 6.6 Probation

New LPNs shall be on probationary status for the first five hundred and twenty (520) hours of their employment. The probationary period may be extended by mutual consent between the Employer and the Union. All probationary LPNs shall participate in the Employer's orientation and instruction program, designed to acquaint them with procedures and techniques, and to familiarize and commission them with definite duties and responsibilities. A Union representative shall have the opportunity to answer questions during the orientation of new LPNs. A probationary LPN shall not be entitled to benefits such as holidays, sick pay, PTO or vacation pay during the probationary period. Upon satisfactory completion of the five hundred and twenty (520) hour period, LPNs shall be credited with seniority and benefit accruals dating from the commencement of current employment. An evaluation of job performance shall be completed periodically and at least once each year. The LPN shall be provided an opportunity to make his/her

comments on the Employer's evaluation form and shall indicate whether he/she agrees or disagrees with the evaluation, by stating so, in writing. The LPN shall be offered a copy of the evaluation immediately upon completion.

Section 6.7 Change of Status

LPNs changing status from full-time to part-time or casual status shall incur no loss in accrued benefits or hourly rate of pay.

If a regularly scheduled LPN applies and is accepted into a casual position, that LPN shall have his/her earned vacation or PTO hours paid out. In addition, LPNs changing to casual status shall be entitled to bank unused sick leave or PTO. Unused sick leave or PTO will be available for use only after a casual LPN has applied and been accepted into a regularly scheduled position.

It is understood that all hours worked in a casual position shall not be counted for any benefit accrual except casual LPNs shall accrue seniority provided they work a minimum of twelve (12) shifts per calendar quarter.

An Essentia Health Virginia employee accepting a position under this Agreement shall retain his/her accumulated sick leave and/or PTO balance from the prior position.

Section 6.8 Hours Paid

For the purpose of determining hours accrued for probation, vacation, PTO, seniority length of service, etc., the computation will be based on hours paid. 2,080 hours are considered to be one year.

Section 6.9 Benefit Eligible

A Benefit Eligible LPN is a LPN whose established FTE is .6 or greater.

Section 6.10 VTO

Voluntary Time Off: (VTO) is non-paid time off initiated by either the LPN or the Employer and approved by the Employer. VTO hours accrue benefits but do not count toward the computation of overtime.

Section 6.11 MTO

Mandatory Time Off: (MTO) is non-paid time off assigned to a LPN by the Employer pursuant to Low Need. MTO hours accrue benefits but do not count toward the computation of overtime.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1 Grievance Procedure Steps

Any dispute or controversy involving the interpretation of application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided.

Step 1

Any LPN who believes that the Employer has violated any of the terms or conditions of this Agreement in relation to his/her employment shall be considered to have a complaint and such LPN shall immediately and promptly take such complaint to his/her department manager or supervisor. Such LPN and the department manager or supervisor shall confer in an attempt to resolve said complaint. No complaint will be considered by any department manager or supervisor unless it is brought to the attention of the department manager or supervisor within ten (10) days of its alleged occurrence.

Step 2

In processing grievances from this step onward, they shall be in writing and the form for the grievance shall be approved by both the Employer and the Union. If said LPN and his/her department manager or supervisor cannot resolve said complaint in such ten (10) day period, the LPN shall reduce the complaint to writing, which shall be considered a grievance. The grievance shall be submitted to the Employee and Labor Relations Coordinator within twenty (20) days after the occurrence of the alleged violation of this Agreement. The written grievance shall specify the provisions of this Agreement alleged to have been violated, facts supporting the grievance and the remedy requested. Complaints or grievances as to the amount of compensation due or paid to the LPN must be filed and furnished to the Employee and Labor Relations Coordinator within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to such wages. Within fifteen (15) days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, the Union, and the LPN. Within fifteen (15) days following the Step 2 meeting, the Employer shall submit a written reply to the Union.

Step 3

If said grievance cannot be resolved in Step 2, it may be submitted to the Director of Employee and Labor Relations. The Union shall make such a request within fifteen (15) days of receipt of the Employer's written reply at Step 2. The Director of Employee and Labor Relations, or designee, shall conduct a grievance meeting on said grievance within fifteen (15) days and then shall provide the Union a written reply within fifteen (15) days of the grievance meeting.

Step 4

In the event the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. An appeal to arbitration shall be in writing and served on the other party within fifteen (15) days following receipt by the Union of the Employer's written reply to the grievance. The parties agree that, for the purpose of selecting an arbitrator, they shall submit to the Director of the Bureau of Mediation Services a request for a list of seven (7) names. The method in the selection shall be by virtue of the parties alternately eliminating one name at a time until one name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator who shall make the decision regarding the grievance, and the decision shall be final and binding on the parties. The arbitrator shall be bound by the terms of this Agreement. The arbitrator shall have no authority to add to, detract from or modify any provision of this Agreement, nor to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The award of the arbitrator shall be confined to the specific issues raised by the grievance and the arbitrator shall have no power to decide any other issues.

The expenses and remuneration of the arbitrator shall be borne equally by the parties.

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 waived, and it shall not be submitted to arbitration. The time limitation provided herein may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 8 PROGRESSIVE DISCIPLINE AND TERMINATION OF EMPLOYMENT

Section 8.1

Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the steward or union representative of his/her choice, if available; if that person is not available and no other steward or union representative is available, the Employer will wait a reasonable amount of time for a representative to become available.

Section 8.2 Offenses

Offenses include, but are not limited to, the following:

1. Absenteeism - without leave or without satisfactory explanation
2. Chronic tardiness
3. Failure to work emergency** overtime
4. Failure to abide by safety rules and regulations
5. Rudeness to patients and inattentiveness to patient needs
6. Violation of any Employer policies, rules and procedures

** For purposes of this Section 8.2.3. "emergency" means a period when replacement staff is not able to report for duty for the next shift or there is increased patient/resident need because of unusual, unpredictable, or unforeseen circumstances such as, but not limited to, an act of terrorism, a disease outbreak, adverse weather conditions, or natural disasters which impact continuity of patient/resident care.

Section 8.3 Offenses that may result in non-progressive discipline

Offenses which may result in discipline, including immediate termination, without following the normal progressive disciplinary process, include, but are not limited to, the following:

- a. Violation of Employer's Drug and Alcohol Testing for Employees Policy (HR0001 or any successor policy)
- b. Theft
- c. Mistreatment or neglect of patients
- d. Fighting (physical) on the Employer's premises
- e. Insubordination (including refusal or failure to perform work assigned)
- f. Breaches of privacy and confidentiality (e.g., HIPAA, Minnesota Health Records Act), including disclosing to unauthorized persons confidential or privileged information
- g. Infractions under laws or statutes related to patient or resident rights such as abuse of vulnerable adults
- h. Participating in an illegal strike, work slowdown or work stoppage or illegal picketing during the term of this Agreement

Section 8.4 First Offense – Verbal Warning

Record of a verbal reprimand will be entered into an employee's personnel file. A verbal reprimand will include a discussion between the employee and their supervisor on the action, which constituted the reprimand.

Section 8.5 Second Offense – Written Warning

A written warning will include a coaching session with the employee and the supervisor involved in issuing the reprimand. The supervisor will review and explain the work rules or job performance standards that the employee has violated or abused.

A copy of the reprimand will be placed in the employee's personnel file. The employee will also receive a copy.

Section 8.6 Third Offense – Suspension

If, and when an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at his/her own behavior, actions or work habits to determine how to improve himself/herself to meet the employer's standards. An employee who reaches this step will be notified by his/her immediate supervisor and/or their department manager that he/she is being placed on a decision making suspension. Prior to returning to work, the parties will review the reasons for the suspension (and the length of that suspension), and the work rules that the employee is expected to abide by when the employee returns to work.

If an employee's suspension is overturned by an arbitrator, the employee may be awarded back pay depending on the decision of the arbitrator.

A copy of the suspension will be placed in the employee's personnel file, a copy will be given to the employee, and a copy will be provided to the AFSCME Council 65 Union Staff Representative.

Section 8.7 Fourth Offense – Termination

If an employee's actions have subjected the employee to the three (3) previous steps and the decision is made to terminate, the Employer shall notify the employee with a termination notice. A copy of notice shall be also sent to the Union Staff Representative.

A record of each offense will remain active in an employee's personnel file for a period of two (2) years from the date it was issued provided the Employee has no subsequent discipline or pending discipline.

Section 8.8 Failure to Report to Work

If the LPN fails to report for work as scheduled or to furnish the Employer with a justifiable excuse within twenty-four hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such LPN's seniority and employment; provided, however, that if the LPN can within forty-eight (48) hours of termination furnish the Employer with reasonable proof that the LPN could not report to work, or could not notify the Employer of the absence because of illness, unforeseen emergency or other justifiable reason, then the LPN shall be reinstated without any break in the service .

Section 8.9 LPN Right to Appeal

If any LPN does not concur with the reprimand or discharge, it may be appealed through the normal grievance procedure.

ARTICLE 9 SENIORITY

Section 9.1 Definition

Seniority standing shall be granted to all nurses covered by the terms of this Agreement. Seniority shall be granted on the basis of total hours of employment as determined by the LPN's most recent total accumulation of hours paid within the bargaining unit. Total hours paid shall determine seniority, salary increments, and sick leave, vacation and PTO accruals.

Section 9.2 Seniority List

A seniority list shall be presented to the Union on a quarterly basis.

Section 9.3 Termination of Seniority

Seniority rights shall be terminated and an employee shall lose seniority:

- a. When the employee is discharged for just cause
- b. When the employee resigns or quits
- c. When the employee fails to report for work as scheduled after a leave of absence or a suspension. This shall not apply to leaves of absence for service in the U.S Armed Forces provided the employee reports for work within thirty (30) days of the employee's discharge date or release from active deployment
- d. When the employee is laid off for a period of two (2) years
- e. When an employee has been off the job for a non-work related injury or illness for a period of two (2) years

- f. When the employee fails to report to work from a non-work related injury or illness within five (5) days after being notified by certified mail to report to work
- g. When the employee fails to report to work from a work-related injury or illness within five (5) days after having been released to return to work by the employee's treating physician and notified by the Company that work within the employee's restrictions, if any, is available

ARTICLE 10 WAGES

Section 10.1 Wage Schedule

The parties agree that the salary schedule for LPNs in this bargaining unit shall be as set forth in Schedule "A", attached hereto and made a part of this Agreement.

Section 10.2 Experience Credit

Each LPN shall be placed on the salary schedule on the basis of the number of hours of her/his employment. The Employer will review and evaluate the experience and qualifications of each new LPN and assign such credit as the Employer deems reasonable to the previous experience of the LPN. It is the LPN's responsibility to provide written verification from another facility to verify hours worked. The experience must be in the same or similar classification of LPN.

Section 10.3 Temporary License

LPNs employed on temporary permits pending Minnesota registration shall work at ten dollars (\$10.00) per month below the beginning step of the salary schedule until fully licensed, at which time they shall be placed on the appropriate step on the salary schedule provided herein.

Section 10.4 Overtime

For Clinic Employees: The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. All hours worked in excess of forty (40) hours per week and nine (9) hours per day shall be compensated at time and one-half (1-½) rates.

For Hospital Employees: The normal hours of work shall be eight (8) hours per day and eighty (80) hours per payroll period. All hours worked in excess of eight (8) hours per twenty-four hour period, more than eight (8) consecutive hours, or more than eighty (80) hours per payroll period shall be compensated for at time and one-half (1-1/2) rates.

For all employees: A LPN working an alternative work schedule will receive overtime rates only for hours worked in excess of the LPNs normal scheduled hours in a day or forty (40) hours in a week. All hours for which a LPN receives pay, excluding call pay, shall be considered hours worked; however, paid sick leave hours will not count towards the computation of overtime. There will be no pyramiding of overtime or premium pay.

Section 10.5 Purchase of a Meal

If a LPN is mandated to double out and/or work a twelve (12) hour shift, excluding any regularly scheduled alternative scheduling practices in any department, the Employer shall provide a meal ticket of at least \$10.00 for use in the cafeteria, which ticket is valid only on the day the employee is required to double out or work a 12-hour shift. If the cafeteria is closed, a meal tray will be provided.

Section 10.6 Premium Pay

Shift Differential: Each LPN scheduled to work the afternoon or the night shift shall be paid a premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked on that shift. Effective 1/1/2019, each LPN scheduled to work the afternoon or the night shift shall be paid a premium of one dollar and twenty cents (\$1.20) per hour for all hours worked on that shift.

A LPN who begins work at a time other than the customary shift starting times shall be paid the applicable shift differential for hours worked between 3:00 p.m. and 11:00 p.m. (for unconventional afternoon shift), and between 11:00 p.m. and 7:00 a.m. (for unconventional night shift).

Sunday Pay: A Benefit Eligible Licensed Practical shall be paid for all hours worked on a Sunday at the rate of time and one-fourth (1-1/4). The previous sentence shall cease on 1/1/2015 and effective on 1/1/2015, the following shall apply: a Benefit Eligible LPN shall be paid for all hours worked on a Sunday at the rate of time and one-eighth (1- 1/8). The Employer, whenever possible, shall allow every other weekend off.

Quick Change: Quick change, if required, shall be compensated at the additional rate of thirty dollars (\$30.00) per shift worked, unless the LPN requested the quick change. Quick change is defined as a return to work within eight (8) hours or less.

Call Pay: LPNs shall receive four dollars (\$4.00) per hour while on call. If called to work while on call, the LPN shall receive the regular rate of pay for all hours worked, including overtime if applicable, in lieu of call pay for the hours worked. The on call LPN shall receive a minimum of one (1) hour of pay if required to report for duty while on call.

Christmas Eve Pay: LPNs required to work the 3:00 p.m. to 11:30 p.m. p.m. shift on Christmas Eve shall receive one and one-half (1 1/2) pay for all hours worked between 3:00 p.m. and 11:30 p.m.

Section 10.7 Mileage Reimbursement

Employees who are required to travel from one worksite to another worksite as part of their assigned job duties will receive mileage reimbursement at the current federal rate. Mileage will be calculated starting from the employee's primary worksite and back. Employees will submit to the department manager a mileage record at the end of each month. Employees are encouraged to car pool with other staff when available. Mileage reimbursement is not available to employees who are required to travel between or among different work sites without being assigned a primary site or when traveling directly from home to a work site or from a work site to home.

ARTICLE 11 VACATION

Section 11.1 Eligibility

Benefit Eligible Licensed Practical Nurses hired on or before (date determined by employer but not earlier than date of ratification and not later than January 1, 2015) who elected to opt out of participating in the PTO plan are eligible to earn paid vacation. Continuous service shall be measured from the last date of entrance into service of the Employer, including uninterrupted service for predecessor Virginia Regional Medical Center provided there is no break in service between the employment with Employer and Virginia Regional Medical Center nor any break in service with Employer.

Section 11.2 Vacation Accrual

Employees shall accrue vacation time based on the number of hours paid, excluding call pay, up to a maximum of 2080 hours per year, at the following rates:

Cumulative Hours of Service	Hourly Accrual Rate	Maximum Hours Accrued
0 – 6,240	0.03846	120
6,240 – 10,400	0.05769	160
10,400 – 24,960	0.07692	200
More than 24,960	0.09615	240

Once the maximum accrual has been reached, no additional vacation time will be accrued until the vacation balance is reduced below the maximum allowed.

Section 11.3 Vacation Pay

- A. All vacation pay shall be paid out at the employee's straight rate of pay in effect at the time the vacation is taken. For those employees who regularly work shifts that include shift differential pay, the employee's vacation pay shall include the shift differential pay. An employee who works more than eighty-five percent (85%) of his/her shifts on the evening shift shall be entitled to the evening shift differential as part of vacation pay. An employee who regularly works more than eighty-five percent (85%) of his/her shifts on the night shift shall be entitled to the night shift differential as part of vacation pay. If the combination of the employee's regular evening shift and night shift work equals or exceeds eighty-five percent (85%) of his/her shifts, then the evening shift differential shall apply.
- B. LPNs shall receive pay on a pro-rata basis, up to a maximum of forty (40) hours of pay for each vacation week taken.
- C. If a holiday falls within the vacation period, the day of the holiday will be considered a paid holiday day and not a vacation day.
- D. If a LPN becomes sick during a paid vacation, vacation time will not be extended nor will the LPN receive sick pay during the vacation.
- E. Vacations shall be taken in full week blocks of time. A maximum of forty (40) hours of the employee's annual vacation allowance may be split up into single vacation days, unless mutually agreed upon by the employee and the employee's supervisor.
- F. LPNs who regularly work more than an eight (8) hour shift will be paid their normal hours worked when using vacation so as not to lose out on their regular hours for the week. Example: LPN regularly works ten (10) hour days. When using a vacation day, he/she will be paid for a 10 hour day.

Section 11.4 Vacation Requests

On November 1 of each year, the Employer will begin vacation scheduling process. A vacation planner will be posted on each unit for nurses to review and determine plans. Selection of vacation time off will be based upon total seniority within each department according to departmental guidelines. The vacation schedule will be completed by January 1 of each year, and shall be scheduled as per department policy.

In the event of requests for the same period, requests for a full week duration will be given priority over single days.

If an employee misses his/her time slot to schedule vacation, the employee will fall in order as to the time he/she contacts the supervisor to schedule the vacation. If less senior employees have subsequently scheduled their vacation, the employee will schedule his/her vacation based upon the remaining weeks/days available at that time.

LPNs will be given written confirmation of vacations approved by the Nursing Office. Once an employee has met with the supervisor and has scheduled vacation days, the Employer is not obligated to honor requests to change days.

After finalization of the January 1 vacation schedule, vacations shall be granted on a first come, first served basis, rather than by seniority.

Section 11.5 Terminal Vacation Pay

Upon termination of employment for any cause, the LPN shall be paid for any accumulated vacation credit, provided the LPN has worked one thousand forty (1,040) or more hours from his/her initial recognized service start date. However, any employee who leaves the employ of the Employer of her/his own volition must give a thirty (30) day written notice of resignation in order to qualify for terminal vacation pay. The requirements of a thirty (30) day resignation notice may be waived by the Director of Employee and Labor Relations in cases of emergency or extenuating circumstances.

Section 11.6 Absent Days

A LPN shall be required to use available vacation time for absent days. Absent days without pay may be granted at the option of the Employer if no paid time off is available.

Section 11.7 Part-time Licensed Practical Nurse Coverage

It is the expectation that part-time and casual Licensed Practical Nurses shall make themselves available to share in providing coverage for vacation, PTO days, sick days and holidays.

ARTICLE 12 HOLIDAYS

Section 12.1 Paid Holidays

Each Benefit Eligible Licensed Practical Nurse shall receive the following paid holidays pro-rated based on the LPN's established FTE, provided work is performed or the LPN is on vacation in the payroll period in which the holiday occurs and worked as scheduled or assigned both on the first scheduled work day prior to and on the first scheduled work day following the holiday, unless the LPN has failed to work because of sickness (documented with a physician's certification), death in the immediate family, or other good cause:

New Year's Day	Fourth of July
Christmas Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	

Full-time LPNs who regularly work more than an eight (8) hour shift will be paid their normal hours worked on the holiday so as not to lose out on their regular hours for the week. Example: LPN works ten (10) hour days; holiday pay will be for ten (10) hours.

If the Holiday is a normal work day on the LPNs normal work schedule, the LPN shall not be scheduled off on that Holiday unless requested by the LPN or the department is closed.

Section 12.2 Part-time LPN Coverage

Part-time and casual LPNs shall make themselves available to share in providing coverage for holidays.

Section 12.3 Worked Holidays

Eligible full-time employees who are required to work on any of the above holidays shall be compensated either (a) at time and one-half (1-1/2) rates for their work that day and shall receive one (1) day off with pay equivalent to the hours worked on said holiday, to be taken within four weeks of the Holiday provided the Employer can accommodate the time off, and if not possible, then at such other time as the Employer is able to accommodate provided the employee requested the day off within four weeks of the holiday, or (b) shall receive pay at two and one-half (2-1/2) times their straight time hourly rate for all hours worked on a holiday. Each employee shall annually elect at the time of vacation sign up, on a form to be provided by the Employer, whether to be paid for holidays worked under method (a) or (b) above. Eligible part-time employees shall be compensated for work on any of the above holidays under method (b) above.

Actual hours worked on the holiday shall be counted as time worked for the purpose of computing overtime for that week. An employee requested to be on call for a designated holiday shall receive call pay at the rate set forth in Section 10.6 for hours on call, time and one-half (1-1/2) for hours worked on the holiday, and straight time holiday pay, pro-rated for part-time.

Employees scheduled to work on a holiday and failing to report shall receive neither holiday premium pay nor another day off. However, if failure to report results from injury or illness as documented with a physician's statement, the employee shall receive holiday pay for the day at the straight time rate, but the employee shall not receive premium pay, another day off, or sick leave.

Section 12.4 Paid Holiday during Vacation or PTO

When a paid holiday falls on a day when the LPN is using vacation or PTO, the LPN shall be paid for the holiday in lieu of vacation/PTO.

Section 12.5 Holiday Pay for LPNs who are not Benefit Eligible

LPNs who are not Benefit Eligible who work any of the following holidays shall receive time and one-half (1-1/2) pay for all hours worked:

New Year's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Christmas Day	

Section 12.6 Personal Days

Each Benefit Eligible employee hired before October 10, 2014 with less than eight thousand three hundred twenty (8,320) hours of service to the Employer shall accrue 0.00385 personal day hours for each hour worked, up to a maximum of two thousand eighty (2,080) hours worked per year.

Each Benefit Eligible employee hired before October 10, 2014 who has completed eight thousand three hundred twenty (8,320) hours of service to the Employer shall accrue 0.0077 personal day hours for each hour worked, up to a maximum of two thousand eighty (2,080) hours worked per year.

Each Benefit Eligible employee hired before October 10, 2014 who has completed sixteen thousand six hundred forty (16,640) hours of service to the Employer shall accrue 0.0115 personal day hours for each hour worked, up to a maximum of two thousand eighty (2,080) hours worked per year.

No employee may accumulate more than twenty-four (24) personal day hours unless he/she regularly works shifts of more than eight (8) hours, in which case he/she may accumulate on a pro-rata basis in excess of twenty-four (24) hours according to the ratio of the number of hours per shift regularly worked compared to eight (8) hours. (Example: an employee who regularly works twelve (12) hour shifts would be permitted to accrue up to thirty-six (36) personal day hours [24 x 12/8 = 36]. Once the maximum accrual is reached, no further accrual shall occur until the employee reduces his/her accrued hours below the permitted maximum.

ARTICLE 13
SICK LEAVE

Section 13.1 Earned Hours

All Benefit Eligible employees hired on or before date determined by employer to be not earlier than date of ratification and not later than January 1, 2015, who opted out of participating in the PTO plan and who have completed their probationary period shall accrue 0.04615 hours of sick leave for each hour paid up to a maximum of two thousand eighty (2,080) hours worked per year with a maximum accrual of seven hundred twenty (720) hours. Once the maximum accrual is reached, no additional sick leave hours will be accrued until the hours are reduced below the maximum. Sick leave benefits shall be paid out to Benefit Eligible employees based on the number of hours the employee was scheduled to work on that day.

Employees shall be entitled to sick leave with pay during the period of any personal illness, and the length of sick leave to which an employee is entitled shall be that period of time which includes as many working hours as the number of hours accumulated and unused in the employee's sick leave account. In addition, so long as required by Minn. Stat. § 181.9413 or successor statutes, in any rolling twelve month period, an employee may use up to one hundred sixty (160) hours of his/her accumulated sick leave benefits for absences due to an illness of or injury to the employee's spouse, sibling, parent, parent-in-law, grandparent, grandchild, stepparent or adult child.

Section 13.2 Medical Proof

A doctor's certificate will be required for sick leave absences when a LPN takes three (3) or more consecutive days of sick leave. An employee does not accrue sick leave hours while using sick leave.

Section 13.3 Notice of Use

The Employer shall be notified of all absences due to illness within the following time limits prior to the start time of an employee's shift. The employee shall call in personally when possible. Absences must be reported each scheduled day unless the employee states he/she will be out for a specific number of days, as verified by a physician's statement. Therefore, employees who fail to comply with the minimum advance notice requirement, or the department's posted policy, shall not be eligible for sick leave payment for that instance.

<u>Shift</u>	<u>Notice</u>
7:00 a.m. - 3:00 p.m.	Call in by 5:00 a.m.
3:00 p.m. - 11:30 p.m.	Call in by 11:00 a.m.
11:00 p.m. - 7:30 a.m.	Call in by 7:00 p.m.

ARTICLE 14
PTO

Section 14.1

All Benefit Eligible Employees hired on or after October 10, 2014, shall be enrolled in the Employer's Paid Time off (PTO) program which is in lieu of vacation and sick leave benefits.

Section 14.2

PTO is designed to meet on a fair and equitable basis the individual employee's need for personal time off or cash conversion while providing the employee with protection in the event of serious illness.

Section 14.3

PTO hours may be used for vacation, illnesses, family emergencies, health or dental care, personal business and other elective absences. An employee shall be required to use available PTO time for absent days. Part time and casual LPN's shall make themselves available to share in providing coverage for PTO absences.

Section 14.4

Accrual of PTO starts with the date of hire. Employees are eligible to begin using accrued PTO immediately. PTO benefits are accrued on the basis of total hours paid.

Complete Hours of Recognized Service	Accrual Rate Per Hour Worked	Annual Accumulation In Hours for 1.0 FTE
0 to 4,160	0.0655	136
4,160 to 12,480	0.0693	144
12,480 to 14,560	0.077	160
14,560 to 16,640	0.0809	168
16,640 to 18,720	0.0846	176
18,720 to 20,800	0.0885	184
20,800 to 22,880	0.0924	192
22,880 to 24,960	0.0963	200
24,960 to 27,040	0.1	208
27,040 to 29,120	0.1039	216
More than 29,120	0.1078	224

Section 14.5

The maximum permitted accumulation in the PTO Bank will be one and one quarter (1 1/4) times the annual accrual. When the employee reaches the maximum permitted accumulation, the accruals then begin in the Reserve Bank until hours are used in the PTO Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

Section 14.6

Requests for scheduled PTO that are intended as vacation time will be considered in the manner set forth in Section 11.6. Other requests for scheduled PTO time must be submitted to the manager or supervisor well in advance of the anticipated time off. Management shall respond to requests for time off in advance of the requested time off, in accordance with department guidelines. In the event of illness or

emergencies, the employee is expected to provide as much advance notice of use of PTO as is possible. Managers may limit the granting of PTO to assure proper staffing levels.

Section 14.7

Payment of PTO will be made at the employee's regular rate of pay. PTO used will be considered as hours worked for the purpose of computing overtime. Full time LPNs who regularly work more than an eight (8) hour shift may use PTO hours equal to the number of hours they would have worked that day. Example: LPN works ten (10) hour days; PTO pay will be for ten (10) hours.

Section 14.8

An employee may opt to transfer any or all of his/her excess hours on a one-for-one basis to the Reserve Bank twice per year (June 1 and December 1).

Section 14.9

Hours may accumulate in the Reserve Bank in the following ways: accrual rollover from the PTO Bank upon reaching the maximum permitted accumulation or optional transfer from the PTO Bank.

Section 14.10

A maximum of four hundred eighty (480) hours may accumulate in the Reserve Bank. Upon reaching the maximum accumulation in the Reserve Bank, no further accruals shall occur until the Reserve Bank drops below the maximum accumulation.

Section 14.11

Once an employee has used forty-eight (48) hours per calendar year of Regular PTO for illnesses, injuries or accidents, for the remainder of the calendar year the employee can access his/her Reserve Bank for illness, injury or accident beginning with the second day of a subsequent illness, injury or accident.

Section 14.12 Sell Back:

Employees electing to "sell back" (cash out) Reserve Bank hours must submit an irrevocable election by December 31st of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out. Employees may elect payment of Reserve hours, on June 1st and/or December 1st of each year. If the employee elects to cash out their hours but due to a need to use those hours prior to the date of cash out, causing a shortfall, the initial request is reduced to the number of hours available. A balance of at least forty (40) hours must be left in the Reserve Bank when selling back. Payment is made according to the following Schedule:

<u>Hours of Recognized Service</u>	<u>Payment Percentage</u>
0 – 4,160	-0-
4160 to 10,400	25%
10,400 to 16,640	40%
16,640 to 22,880	60%
22,880 to 29,120	80%
More than 29,120	100%

Section 14.13

Benefit Eligible employees will receive a one-time bonus of PTO hours added to their PTO Bank (or Reserve Bank if the PTO Bank is at maximum accumulation) based upon the following schedule.

31,200 Hours of Recognized Service	40 Hours
41,600 Hours of Recognized Service	40 hours
52,000 Hours of Recognized Service	40 hours
62,400 Hours of Recognized Service	40 hours

Employees hired before October 10, 2014, who convert from the sick leave plan and vacation plan to the PTO plan on or before December 29, 2014 shall, if eligible, at the time of conversion, receive up to forty (40) hours of PTO hours according to the above schedule. No employee shall at the time of conversion receive bonus hours under more than one service level.

Section 14.14

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the sell back schedule in Section 14.12.

Section 14.15

Bargaining unit members will have the option to elect to convert to PTO at any time during a calendar year. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

An employee from outside this bargaining unit who transfers into a position within this bargaining unit will also have his/her unused vacation and sick leave hours converted to PTO in accordance with the following:

- a. Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one quarter (1 ¼) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to sellback under section 14.12.
- b. Up to forty-eight (48) hours of an incumbent employee's sick leave shall be rolled into the PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."
- c. The order by which banked hours shall be used is PTO in accordance with section 14.11 first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.
- d. Once an employee's Sick Leave Bank hours have been exhausted, that bank will be terminated.

ARTICLE 15
JURY DUTY

Section 15.1 Jury Duty

If a LPN is asked to serve on jury duty, the LPN will turn in the amount of jury duty pay received, and the Employer shall pay the LPN her/his regular wages. The Employer may ask to have the LPN excused from jury duty.

ARTICLE 16
LEAVES OF ABSENCE

Employees are eligible for the following leaves of absence provided they meet the criteria for the particular leave of absence being requested. Non-paid leave is only available when there is no paid time off available. When the leave time is paid, use of available paid time off during the leave shall not extend the time period of the leave of absence.

Section 16.1 Personal or Family Illness Leave/Family and Medical Leave

A leave of absence shall be granted for physician-verified personal or family illness. Inclusive of paid time off, a Personal or Family Illness Leave of Absence shall not exceed six (6) calendar months. To the extent such personal or family illness may qualify for leave under the Family and Medical Leave Act (FMLA), the employee shall be required to timely provide necessary FMLA documentation and certification of the leave and the FMLA leave shall run concurrently with the Personal or Family Illness Leave. The Essentia Health Policy on FMLA (policy EH – A1011) dated 1/26/12, and any successor policies, shall govern all leaves of absence under this collective bargaining agreement which qualify under the Family and Medical Leave Act.

When the employee returns to work within twelve (12) weeks of the start of the FMLA-qualifying leave, the Employer will reinstate the employee to the position he/she held when the leave started or to an equivalent position if that position no longer exists.

Section 16.2 Miscellaneous Leaves of Absence (Educational Advanced Study Leave, Other Personal Leaves of Absence)

The Employer's Policy on Miscellaneous Leave of Absence shall govern the terms and conditions of the leaves listed under this benefit as may be amended from time to time. The parties shall meet and confer prior to the effective date of any such changes. There shall be no reduction of benefit during the term of the contract, ending December 31st, 2023, pursuant to the terms of Article, 31, Section 1, unless the employer and the union negotiate to reach a mutual agreement.

The Employer may grant a leave of absence for participation in educational and advanced study programs. Such leave will be for the period of study only.

Personal leaves of absence without pay for reasons other than those specifically provided for elsewhere in the Agreement may be granted at the Employer's sole discretion, on a case by case basis, upon the employee's written request. Unless agreed to in advance by the Director of Employee and Labor Relations, employees granted such leaves of absence are not guaranteed restoration to the same positions but will be considered for other available positions for which they qualify.

An employee must use accrued paid time off for these leaves. Reserve and excess Banks cannot be used during this leave of absence.

Section 16.3 School Conference and Activity Leave

An employee may take up to a total of sixteen (16) hours of leave during any twelve (12) month period to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours.

Except as set forth below, such leave shall be without pay. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the department.

An employee may use accrued paid time off for this leave. Reserve and excess Banks cannot be used for this type of leave of absence.

Section 16.4 Bereavement Leave

The Employer's Policy on Bereavement Leave shall govern the terms and conditions of the leaves listed under this benefit as may be amended from time to time. The parties shall meet and confer prior to the effective date of any such changes. There shall be no reduction of benefit during the term of the contract ending December 31st, 2023, pursuant to the terms of Article, 31, Section 1 unless the employer and the union negotiate to reach a mutual agreement. Employees are eligible for up to three (3) scheduled workdays to grieve the loss of, complete post-death tasks for, and to travel, make arrangements for or, attend the services for the death of an Immediate Family Member. This is to be used within 12 months of the Immediate Family Member Death. Immediate Family Members will be defined as the employee's spouse, child, parent, step-child, brother, sister, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, step-brother, step-sister and grandparent in-law. Parent shall mean parent of the employee or spouse whether such parent is the natural parent or stepparent. For the death of family members not listed under the Employer's Bereavement leave policy, an LPN may request PTO or vacation time or take the time off unpaid for the day of the funeral and such request shall not be unreasonably denied unless it affects patient care and or core staffing levels.

Section 16.5 Return to Work

Except for funeral leaves, FMLA leaves and personal leaves under Section 16.4, all of which are governed by different rules, upon returning to work after an authorized leave of absence, a LPN shall return to her/his original position provided the LPN has returned within ninety (90) calendar days. If the LPN returns to work after ninety (90) calendar days, the LPN may return to her/his original position or to a similar position if the LPN's original position is no longer available. If the LPN does not return to work within six (6) months, the LPN may apply for any posted position in the bargaining unit for which the LPN is qualified. If the LPN has not secured a position within a six (6) month period of time, it will be considered a voluntary termination.

ARTICLE 17 INSURANCE

Except as otherwise required by law, each program will be effective on the first day of the month following the employee's first day of employment. Benefit Eligible employees may elect to enroll in the insurance programs offered by Employer to its non-contract employees. Enrollment and participation shall be governed by and subject to the specific terms of each plan. Unless otherwise noted, the Employer shall have the right to change the insurance programs, change the premium structures and/or select alternate carriers during the term of this agreement. The parties shall meet and confer prior to the effective date of such changes. No change in said insurance program shall diminish overall benefits for employees.

A. Health Insurance

For Benefit Eligible employees who enroll in the plan, the Employer shall pay eighty-five percent (85%) of the premium for Single coverage and seventy-five percent (75%) of the premium for Employee Plus 1 coverage or Family coverage.

B. Long-Term Disability Insurance

For Benefit Eligible employees who enroll in the plan, the Employer shall pay one hundred percent (100%) of the premium for their coverage.

C. Term Life Insurance

For Benefit Eligible employees who enroll in the plan, the Employer shall pay the entire premium for a term life insurance policy providing coverage in the face amount of the employee's annual salary up to a maximum of three hundred thousand dollars (\$300,000). An employee may elect to purchase supplemental coverage for the employee and/or dependents, at the employee's sole cost, subject to compliance with the rules and requirements for eligibility, enrollment and payment of the premiums established by the insurance carrier.

D. Dental Insurance

For Benefit Eligible employees who enroll in the plan, the Employer shall pay the entire premium for single coverage under the basic plan. Employees, who elect coverage for dependents or the non-basic plan, if available under the rules of the insurance carrier, shall pay the difference between the entire premium for the non-basic plan and coverage elected by the employee and the entire premium for single coverage under the basic plan.

ARTICLE 18
DRUG AND ALCOHOL USE AND TESTING

The SMDC Policy and Procedures for Drug and Alcohol Testing for Employees (Policy #HR00001) effective June 2007, and any successor policies or amendments thereto, shall apply to employees covered by this Agreement.

ARTICLE 19
STRIKES AND LOCKOUTS

There shall be no strikes or lockouts of any kind, including sympathy strikes, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute. No employee shall engage in any concerted refusal to work, work slowdown, work stoppage or illegal picketing. The failure or refusal on the part of any employee to comply with the provisions of this section will result in discipline up to and including discharge.

ARTICLE 20
BREAKAGE

Section 20.1 Breakage

It is not the policy of the Employer to charge for breakage.

ARTICLE 21
HOURS OF WORK

Section 21.1 Work Week and Work Day

The normal work period is eighty (80) hours to be worked during a period of fourteen (14) consecutive days beginning with the day shift on Monday and ending with the night shift on the second Sunday following. The normal hours of work shall be eight hours per twenty-four hour period. The work day begins with the day shift. The standard work shift shall consist of eight and one-half (8 1/2) consecutive hours with a thirty (30) minute unpaid meal break and two (2) paid fifteen (15) minute breaks. If a LPN does not take a lunch break when permitted or rest breaks, it shall not result in a reduction in the shift or overtime.

Section 21.2 Shifts

The customary work shifts shall be:

Day shift	7:00 a.m. - 3:30 p.m.
Afternoon shift	3:00 p.m. - 11:30 p.m.
Night shift	11:00 p.m. - 7:30 a.m.

Except for the Critical Care Unit and the Emergency Room, individual departments may vary from the foregoing schedule in order to meet patient care needs.

There shall be no split shifts scheduled except with the consent of the employee.

Section 21.3 Shift Changes

It is understood that new services may have unforeseen needs which require work hours to change. The Union will be notified if a permanent change in work hours occurs. If hours change more than one hour at the beginning or end of a shift, the position will be re-posted. Postings for positions will indicate, if known, whether the possibility of a later change exists. For vacated or new positions on current units, changes in work hours from customary work shifts will be posted with the variations noted.

Section 21.4 Replacements for Varied Shifts

LPNs hired after May 15, 1983, will be expected to work varied hours to replace LPNs who have posted positions involving varied hours. LPNs hired before May 15, 1983 may be required to replace these shifts/hours by mutual agreement only between the Employer and the Licensed Practical Nurse.

Section 21.5 Scheduling

LPNs shall not be required to work more than six (6) consecutive days unless the LPN consents to doing so.

The Employer shall make every reasonable effort to ensure that a LPN is not scheduled to work more than two (2) out of three (3) different shifts in a two (2) week period unless requested by the LPN.

Individual LPNs and the Employer may mutually agree to an alternate work week in which the LPNs work more than eight (8) hours per day. The Employer may post positions that include shifts of more or less than eight (8) hours.

Section 21.6 Posting of Work Schedule

Work schedules covering a two (2) week period shall be posted at least one (1) week in advance of the work period covered by the schedule. Reasonable effort will be made to accommodate requests for specific scheduling if submitted in writing at least seven (7) days prior to the posting of the affected schedule. Any change in the posted work schedule must be mutually agreed to by the LPN and the Employer.

LPN's will be offered all open shifts prior to any open shifts being filled by other available staff.

Section 21.7 Assignments

Full-time LPNs may not be pulled to other floors when part-time, casual, or float personnel are available or on the floor, unless it is agreed to, or there is not a qualified nurse available to fill the position. Only LPNs trained in special units will be assigned to those units except in an emergency situation.

Section 21.8 Minimum Hours for Call-In

When a LPN is called into work what is for the LPN an unscheduled shift, the LPN will be paid from the beginning of the shift, provided the LPN reports within the first hour of the beginning of the shift. This does not apply to LPNs who are "on-call." When a LPN (excluding LPNs on call) is called in to work for other than a regular scheduled shift, the LPN shall receive a minimum of two (2) hours pay at straight time rate. When a LPN reports for work in accordance with the posted schedule, without having been previously notified not to report, the LPN shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof.

Section 21.9 Extra Shifts

LPNs shall be called for available extra shifts of work in order of unit seniority, with the most senior qualified LPN who would not result in overtime being given first such opportunity. When notified of an available shift, the LPN shall be provided a window of opportunity, not to exceed five (5) minutes, in which the LPN may respond to indicate his/her decision to accept the offered shift. The Employer may continue the call-in procedure without

delay; however, in the event such shift is awarded to an employee and a more senior qualified employee opts for said shift within the allotted five (5) minute time period, the junior employee will be required to forfeit the shift to the more senior qualified employee.

Supervisors responsible for making call-ins shall keep a record documenting the date, time, and LPNs called. Current records of call-in procedure shall be made available for LPNs to review.

If a LPN has been skipped over during the call-in process, the Employer shall schedule replacement hours/shift within one month of the occurrence to enable the LPN to work the hours he/she would have worked at the appropriate rate of pay he/she would have earned had he/she not been skipped. The replacement hours/shift will not result in the displacement of another scheduled LPN.

Section 21.10 Double Shifts

LPNs will not be forced to work more than four double shifts in a pay period, except when deemed necessary to meet patient or resident needs and/or the Employer was unable to arrange alternative staffing. LPNs who pick up a shift and come in to work on their day off will not be forced to work a double shift, except when deemed necessary to meet patient or resident needs and/or the Employer was unable to arrange alternative staffing.

Section 21.11 FTE Creep

A regularly scheduled part time LPN who consistently is scheduled to work above his/her FTE status may, not more frequently than once every six (6) months, request that his/her FTE status be reviewed. When such a request is made, the Employer will review the employee's work record to determine whether the employee's FTE status should be modified. The factors the Employer will consider will include the overall increase in the hours worked on the unit involved, the circumstances that caused the employee to work hours above his/her FTE status, the level of sustained increase in patient census on the unit and whether it appears such patient census levels will be sustained on the unit. If an employee's FTE status is increased as a result of this review, the provisions of Article 27 (Vacancies) shall not apply.

ARTICLE 22 ATTENDANCE AND PRODUCTIVITY

The parties recognize that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers and the financial wellbeing of the institution. The parties also recognize that excessive absenteeism imposes a hardship on the majority of the workforce. Therefore, the following program is incorporated into this agreement for the benefit of the great majority of employees and the institution in an effort to control excessive absenteeism.

Section 22.1

Attendance records will be maintained on each employee by the appropriate supervisor and periodically reviewed with the employee during the performance appraisal process when excessive absenteeism or absence patterns become evident. Employees are expected to manage their use of PTO/sick leave to ensure that PTO/sick leave is available when they need it for sickness or illness. The parties recognize that use of PTO/sick leave to cover lost time for illness or injury is a benefit accorded those employees who are actually sick or injured such that they cannot perform their duties, provided they have complied with the notice requirements of Article 24. Those employees who used PTO/sick leave without providing advance notice requirements of Article 24 impose a hardship on the majority of the work force and a financial burden on the Employer. Therefore, if an employee used PTO/sick leave time without providing notice as required by Article 24, the employee will be subject to the discipline process. Employees whose unexcused absences are excessive or follow patterns will also be subject to discipline.

Section 22.2

Due to the hardship of unexcused absences, any employee who is absent without the benefit of PTO/sick leave may be subject to disciplinary action.

Section 22.3

Employees are expected to honor the principle of "A fair day's work for a fair day's pay." The continued success and operation of this facility is dependent upon delivery of excellent services to our patients.

Section 22.4

Employees are expected to be present for all scheduled shifts. All employees are required to begin work promptly at their designated starting time, and upon completion of meal times and rest periods.

ARTICLE 23
LOW NEED

When the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

- a. Employees who are on an overtime status shall be released, including any employees who, if allowed to work, would reach overtime status by the end of the shift
- b. Students (not to include students or temporary employees who are not replacing regular FTE), casual employees or temporary employees shall be released
- c. The Employer shall seek volunteers starting with the most senior employee within the affected department by job classification who is working an extra shift.
- d. If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department by job classification.
- e. Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.
- f. If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and job classification. If the low need day occurs after the schedule is posted, the employee who either volunteers to take off or is assigned to take the day off may use PTO time up to his/her authorized FTE or take the day off as VTO or MTO (if the employee is assigned).
- g. The Employer reserves the right to assign up to thirty-two (32) hours of Low Need Time per employee per calendar year (up to forty (40) hours per year for employees working ten (10) hour shifts), but shall be limited to one occurrence per employee per month. Assigned Low Need Time shall be scheduled in inverse seniority and based on current Employer needs.

- h. Employees assigned low need days shall be recalled should a shift later become available. Recall shall be in order of unit seniority. Such recalled LPN shall not be required to work, and an inability to work shall not be construed as a rescission of the low need day. If a LPN on VTO or MTO refuses the next available shift and was given adequate prior notice as scheduled set forth below, the Employer is under no obligation to offer additional shifts under this Section to the recalled LPN during the payroll period.

<u>Shift</u>	<u>Notice</u>
7:00 a.m. - 3:30 p.m.	Called by 5:00 a.m.
3:00 p.m. - 11:30 p.m.	Called by 11:00 a.m.
11:00 p.m. - 7:30 a.m.	Called by 7:00 p.m.

- i. Before resorting to MTO, LPNs will be given the opportunity to voluntarily accept available on-call in lieu of their scheduled hours of work.

ARTICLE 24
MEDICAL VERIFICATIONS AND EXAMINATIONS

Section 24.1 Verification of Illness

A doctor's certificate will be required for absences when a LPN takes three (3) days or more of consecutive PTO or sick leave, as applicable, for illness. The Employer shall be notified of all absences due to illness. LPNs are to call in personally when possible. The Employer is to be notified in advance as per the following schedule of a LPN's illness. Absences must be reported each scheduled day unless the LPN states he/she will be out for a specific number of days, as verified by a physician's statement.

<u>Shift</u>		
7:00 a.m. - 3:00 p.m.	3:00 p.m. - 11:30 p.m.	11:00 p.m. - 7:30 a.m.
<u>Notice Required</u>		
Call in by 5:00 a.m.	Call in by 11:00 a.m.	Call in by 7:00 p.m.

Employees failing to comply as outlined above shall not be eligible for PTO or sick leave, as applicable, for that instance.

Section 24.2 Physical Examinations

All physical examinations required by the Employer shall be paid for by the Employer. The Employer may require a physician's certification of fitness to return to duty prior to allowing a LPN to return to duty after the LPN has used PTO or medical leave for more than ninety (90) calendar days. The Employer will select the physician, pay the cost of the required physician examination and provide the physician with a copy of the current position description to identify the duties the LPN is required to perform.

ARTICLE 25
WORKERS COMPENSATION

If a LPN has a compensable injury and has accrued benefits under the PTO plan or sick leave plan, whichever is applicable, while the LPN is receiving workers compensation wage loss indemnity benefits the Employer shall pay the LPN the difference between the worker's compensation wage loss indemnity payments and his/her regular net pay. These supplemental payments shall be deducted from the LPN's accrued PTO/sick leave account balance. The supplemental payments made to the LPN shall not exceed the amount of the LPN's available PTO/sick leave benefits. In the event workers compensation wage loss indemnity payments are received for any period of time during which a supplemental PTO/sick payment has been made which results in the LPN receiving a greater sum than the LPN's regular pay for the period in question, the LPN shall make restitution of the excess to the Employer, or the Employer

shall be deemed authorized to deduct such excess from future pay due the LPN.

ARTICLE 26
TEMPORARY VACANCIES

Section 26.1

A vacancy in a bargaining unit position created by an employee being off on sick leave/PTO or on a medical leave or leave of absence of six months or less duration shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy, in lieu of bringing in a temporary employee, the position may be offered by seniority to qualified employees within the same job title and department who are less than full-time and desire more hours.

Section 26.2

At such time as the employee on sick leave/PTO, medical leave or leave of absence returns to work, the employee who was temporarily working above his/her regular FTE (up to 1.0 FTE) shall return to his/her original position and FTE.

ARTICLE 27
VACANCIES

Section 27.1

If the Employer, in its sole discretion, determines that a vacancy exists or a new position is created in this bargaining unit, the Employer shall separately post notice for seven (7) calendar days. Job descriptions shall be available for the job posted. The Union shall be given a list of all bargaining unit members who applied for the posting and the name of the person awarded the position. Applicants from within this bargaining unit will have preference over other applicants. Reasonable job qualifications and competencies shall be determined by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. Applicants must apply for the posting online.

Section 27.2

When a vacancy is to be filled, the Employer shall select, from among those applicants who meet the mandatory qualifications set by the Employer. The posting shall include the required and preferred qualifications for the position, including but not limited to specific work-related experience that could enhance patient/resident care. Seniority will prevail unless a less senior applicant has greater related qualifications or skills. Nothing in this Article shall require the Employer to place an employee in a position for which he/she is not qualified. Nothing in this Article shall require the Employer to place an unqualified person in any position. If an employee considers the Employer to have made in an unjust manner the determination of whether he/she meets the qualifications of the position, the employee may file a grievance following the procedures established in this Agreement.

Section 27.3

A successful job bidder is not eligible for another posting for six (6) months except with the consent of the Employer.

Section 27.4

The applicant selected shall have the opportunity for a maximum forty (40) hour trial period during which the employee may elect to return to his/her former position. This opportunity may be exercised only once in a six (6) month period. The Employee will serve a sixty (60) day trial period during which time the Employer will determine whether the Employee is able to perform to the expectations of the position, and if it is determined he/she is not, the employee will be returned to his/her former position.

Section 27.5

Each newly employed LPN and each LPN who accepts a new posting shall receive written confirmation of employment status stating the LPN's classification, placement on the increment scale, compensation rate, FTE status and the anticipated number of hours and shifts to be worked in a two (2) week period.

ARTICLE 28 REDUCTION OF HOURS, LAYOFF AND RECALL

Section 28.1 Volunteer Process in Reduction of Hours or Layoff

The Employer will advise the Union as soon as possible, in advance of any actual or proposed reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any reductions or layoffs. In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees and temporary employees first, and then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. A Union Steward shall be included in the process of the Employer seeking voluntary reductions of FTEs. The process shall be based upon seniority by asking the most senior employees first.

Section 28.2 Reduction of Hours and Layoff

The Employer will advise the Union as soon as possible, in advance of any reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs. The Employer shall reduce hours or layoff starting with the least senior employee within the affected department by job classification using total seniority.

- a. If a vacancy exists within the affected job classification at the time of the layoff, with the same FTE status as the position being eliminated, the employee subject to layoff shall be offered such vacant position. If more than one such vacant position exists, the employee subject to layoff may choose into which of these positions she/he will be placed. If the employee does not accept this placement, they will have voluntarily taken the layoff.
- b. If a vacancy exists within the affected job classification at the time of the layoff with a different FTE status than the position being eliminated, the employee subject to layoff shall be offered such vacant position.
- c. If no vacant position within the affected job classification with the same FTE status exists at the time of the layoff, or a position with a different FTE status was not accepted by the affected employee, the employee subject to layoff may accept the layoff or exercise seniority preference to bump a junior LPN, provided he/she has the necessary qualifications to perform the duties of the job involved. The bumped employee shall, in turn accept the layoff or exercise seniority preference to bump a junior LPN provided he/she has the necessary qualifications to perform the duties of the job involved. The bumping process shall end after a maximum of three bumps and the third bumped employee shall be laid off. The Employer shall determine whether an employee is qualified for a position based on such employee having appropriate licensure, meeting the minimum qualifications of the job description, having the current ability to perform the essential functions of the position, and having the ability to do so independently within a two-week period.

- d. Employees moving into a new position in their job classification through the layoff process will not be eligible to exercise the trial period described in Article 27 (Vacancies).

Section 28.3 Recall of Laid off Employees

Employees laid off or bumped are eligible for recall to the same job classification from which they were laid off or bumped until the earliest to occur of the following:

- a. Until two (2) years following the date of the layoff or bumping
- b. Until recalled or refusing a recall to the same job classification with equal or higher FTE status from which they were laid off or bumped
- c. Until applying for, being offered and accepting a posted position of FTE status equal to or greater than that from which they were laid off or bumped
- d. Until applying for, being offered and rejecting a posted position of FTE status equal to or greater than that from which they were laid off or bumped

The Employer shall maintain a recall list of laid off and bumped employees eligible for recall and the job classification from which each such employee was laid off or bumped. Employees recalled from the recall list must be available to report for scheduled shifts no later than ten (10) calendar days following the Employer's notice of recall. Acceptance of a temporary or casual position will not cause removal of an employee from the recall list.

If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off or bumped, the Employer shall fill such vacancy by recalling in order of total seniority from among employees on the recall list laid off or bumped from that job classification. The Employer shall not be required to post a vacancy in a job classification for which employees laid off or bumped from such job classification have recall rights unless all such laid off employees refuse recall to such vacancy.

Bumped employees being recalled will not be eligible to exercise the trial period described in Article 27 (Vacancies).

Management's determination as to whether or not an employee is qualified shall be subject to the grievance procedure.

Bargaining unit employees recalled to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or bump shall become eligible for coverage under the Essentia Health Employee Health Insurance Plan on the first day of the month following the date of recall, and shall not be subject to the 30-day waiting period otherwise required for such coverage.

ARTICLE 29 TEMPORARY ASSIGNMENTS ACROSS BARGAINING UNITS AND TRANSITION TO FULL ACCRETION

The Employer may develop and implement a system under which Licensed Practical Nurses and Clinical Assistants who are members of this bargaining unit, AFSCME Local Union 730, representing employees of Essentia Health Virginia, and Licensed Practical Nurses and Clinical Assistants who are members of AFSCME Local Union 3454, representing employees of Essentia Health Virginia Clinic, are permitted to be assigned temporarily to work in the Essentia Health Virginia Clinic or the Medical Arts Clinic located within Essentia Health Virginia, and vice versa, as needed to fill in for LPNs/Clinical Assistants who are on vacation, taking sick leave/PTO days, on a workers compensation or other type of leaves of absence or otherwise temporarily unavailable or unable to fill needs of the Employer. Whenever an assignment of

this nature is made, the Employer shall, when reasonably possible, provide advance notice to the affected LPN/Clinical Assistant and the Union site president of each bargaining unit. Assignments shall be offered by seniority within the unit from which the assignment is made from among the LPNs/Clinical Assistants who are qualified for the assignment. If the assignment is declined by all who are qualified for the assignment, the least senior LPN/Clinical Assistant holding the qualifications determined by Employer to be necessary for the assignment shall be required to take the assignment. When so assigned, the temporarily-assigned LPN/Clinical Assistant shall not displace any qualified LPN/Clinical Assistant who is scheduled or available to be scheduled without incurring overtime to perform the work at the assigned site. When so assigned, the temporarily-assigned LPN/Clinical Assistant shall continue to accrue seniority within his/her bargaining unit for hours worked and shall be paid and receive benefits required by the collective bargaining agreement applicable to his/her bargaining unit.

The Employer will not require a LPN/Clinical Assistant to take a temporary assignment if it is conclusively determined that doing so will prevent the LPN/Clinical Assistant from qualifying for his/her PERA pension through former employment with Virginia Regional Medical Center.

No new Medical Arts LPN/Clinical Assistant positions shall be created within the AFSCME Local 730. All new LPN/Clinical Assistant positions assigned to the Medical Arts Clinic shall be part of and shall be posted as positions within Essentia Health Virginia Clinic, AFSCME Local 3454.

Each current LPN/Clinical Assistant position within the Medical Arts Clinic which becomes vacant for any reason shall cease to be part of the Medical Arts Clinic, AFSCME Local 730 and shall, if filled by Employer, become a part of Essentia Health Virginia Clinic, AFSCME Local 3454 and the job shall be so posted.

The parties will stipulate to, sign and submit whatever documentation, if any, is necessary to effect this agreement to transition Medical Arts Clinic LPNs/Clinical Assistants into the Essentia Health Virginia Clinic bargaining unit, AFSCME Local 3454, including, but not limited to, obtaining a stipulated unit clarification.

ARTICLE 30 RETIREMENT

Section 30.1 401(k) Plan

Benefit Eligible employees will be enrolled in the Employer sponsored 401(k) plan that is available to Essentia Health non-contract employees unless they affirmatively opt-out of the plan. An employee's participation in the plan shall comply with and shall be governed by the terms of the plan. In the event of any conflict between the plan and this Article, the terms of the plan shall prevail.

Section 30.2 Employee's Default Contribution Rate

Unless and until the employee elects otherwise, the employee will be auto-enrolled in the 401(k) plan at a voluntary contribution rate of four percent (4%) which shall be paid by the employee through automatic payroll deductions.

Section 30.3 Employer's Matching Contribution

The employer shall make a matching contribution to the eligible participating employee's 401(k) account equal to one-half of the percentage the employee voluntarily contributes to his/her 401(k) account through payroll deductions, up to a maximum of two percent (2%) of the employee's annual compensation for the plan year. Example: If an employee voluntarily contributes two percent (2%) to his/her 401(k) account, the employer's contribution to the 401(k) account shall be one percent (1%). Example: If an employee voluntarily contributes five percent (5%) to his/her 401(k) account, the employer's contribution to the 401(k) account shall be two percent (2%).

Section 30.4 Employer's Discretionary Contribution

Participating employees who are credited with one thousand (1000) or more hours of service during the plan year and who are employed on the last day of the plan year shall be eligible to receive an employer's discretionary contribution to the employee's 401(k) account. The total of employer's matching and discretionary contributions shall not exceed the total of matching and discretionary contributions paid to eligible non-contract Essentia Health employees. This discretionary contribution shall be made at the same time and in the same manner as discretionary contributions are made for non-contract employees.

ARTICLE 31
TERM OF AGREEMENT

Section 31.1

This Agreement shall be in force and effect from the date of ratification and shall continue in full force and effect to and including the 31st day of December 2023. However, this Agreement shall continue in effect from year to year after December 31, 2023, unless written notice of desire to change, modify, or terminate this Agreement is served by either party upon the other at least ninety (90) days prior to the annual expiration date.

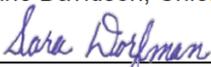
Section 31.2

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Minnesota. To the extent that a provision of this Agreement conflicts with the provisions of any applicable law, it shall be deemed superseded by the governing law to the extent necessary to ensure that the parties comply with the applicable provisions of the law.

IN WITNESS WHEREOF,
the parties hereto have executed this Agreement this ____ day of ____, 2021.

ESSENTIA HEALTH, VIRGINIA

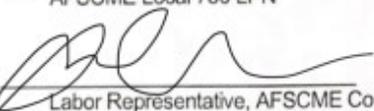
By 
Diane Davidson (Nov 28, 2021 16:23 EST)
Diane Davidson, Chief Human Resources Officer

By 
Sara Dorfman, Director of Employee and Labor Relations

By 
R.W. Henson (Nov 23, 2021 13:35 CST)
R.W. Henson, Senior Employee and Labor Relations Specialist

AFSCME Local 730 LPN Unit
COUNCIL 65 / AFL-CIO

By 
AFSCME Local 730 LPN

By 
Labor Representative, AFSCME Council 65

APPENDIX A

	1/1/2020	Year 1 grid adj.	Year 2 (1.5% ATB)	Year 3 (1% ATB)
START	\$17.95	\$18.50	\$18.78	\$18.97
6 Mos.		\$19.00	\$19.29	\$19.48
1 YEAR	\$18.43	\$19.74	\$20.04	\$20.24
2 YEAR	\$18.85	\$20.13	\$20.43	\$20.63
3 YEAR	\$19.36	\$20.74	\$21.05	\$21.26
4 YEAR	\$19.80	\$21.36	\$21.68	\$21.90
5 YEAR	\$20.35	\$22.00	\$22.33	\$22.55
6 YEAR	\$20.74	\$22.66	\$23.00	\$23.23
7 YEAR	\$21.34	\$23.11	\$23.46	\$23.69
10 YEAR	\$21.82	\$23.57	\$23.92	\$24.16
12 YEAR	\$22.16	\$24.05	\$24.41	\$24.65
15 YEAR	\$22.83	\$24.77	\$25.14	\$25.39
20 YEAR	\$23.06	\$25.76	\$26.15	\$26.41

Payment of wage will be made no later than two full pay periods following the date of ratification. In order to be eligible for wage adjustment, LPNs must be actively employed as of the date of the ratification of the contract.

The LPN CSR Coordinator position is paid an additional \$3.89 per hour above the VRMC/CLINIC LPN wage matrix. [Example start \$14.68 + \$3.89 = \$18.57 start CSR LPN] [Max in 2014- \$19.40 + \$3.89 = \$23.29]

Monthly salary is calculated by multiplying the hourly rate times 173.33 hours [\$14.39 X 173.33 hours/month = \$2494.22 per month]

The Team Lead is paid an additional \$1.49 per hour on top of the employee's regular rate of pay

MEMORANDUM OF AGREEMENT

**AFSCME, LOCAL 730, LPN UNIT
and
ESSENTIA HEALTH VIRGINIA**

RE: Grandfather Clause

1. The parties have agreed to permit current LPNs with an authorized FTE of .5 to .59, who were eligible for benefits under the prior contract with Virginia Regional Medical Center but who are not Benefit Eligible under the replacement contract with Essentia Health Virginia, to be grandfathered and deemed Benefit Eligible as long as they continuously maintain an authorized FTE status of between .5 and .59, inclusive, and remain in the bargaining unit. If a LPN decreases his/her FTE below .5 or increases his/her FTE to .6 FTE or more, the LPN will no longer be grandfathered under this Agreement. Thereafter, because no longer grandfathered, the LPN must maintain an FTE of at least .6 to be Benefit Eligible.

2. In addition, a LPN whose current FTE is at least .5 but less than .6 shall be given a one-time opportunity to be exercised within thirty (30) days after ratification of this Agreement to notify his/her manager of his/her desire to increase his/her established FTE to .6. The LPNs eligible under this Memorandum of Agreement are:

Employee Full Name	Position Description	FTE
AHO, DIANE M	AST-CLINICAL-LPN	0.5
BROWN, ANGEL M	LPN-VCC-3RD FLR	0.5
DANTES, VIRGINIA K	LPN-VCC-3RD FLR	0.5
ELG, SHELBY K	LPN-VCC-3RD FLR	0.5
LEHTINEN, CHRISTINE L	LPN-VCC-3RD FLR	0.5
LEIGHTON, LISA L	LPN-VCC-3RD FLR	0.5
MATTILA, ANNA K	LPN-VCC-3RD FLR	0.5
THORESON, CHRISTINE M	LPN-VCC-3RD FLR	0.5

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____

LETTER OF AGREEMENT

**AFSCME, LOCAL 730, LPN Unit
and
ESSENTIA HEALTH VIRGINIA**

VACATION HOURS ACCRUAL CONVERSION PERIOD

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed that beginning January 1, 2015 vacation hours for employees not covered by the PTO program would accrue based on the number of hours paid to the employee. To address the transition from the previous practice to the new accrual system, on January 1, 2015 the Employer shall credit each employee's vacation hours account with the number of hours he/she would have accrued in calendar year 2014, had the accrual system been in place for the 2014 calendar year. It is understood and agreed that this is a one-time addition to the accrual account to prevent the loss of a benefit as a result of the transition from a year-end "dump" system to an accrual-by-hours worked "earn-as-you-go" system. During a transition period, the parties have agreed that the maximum hours an employee may maintain in his/her vacation hours accrual account may be permitted to exceed the contract maximums in calendar years 2015, 2016 and 2017 as follows:

Cumulative Hours of Service	Maximum Allowable Accrued Hours in 2015	Maximum Allowable Accrued Hours in 2016	Maximum Allowable Accrued Hours in 2017	Maximum Allowable Accrued Hours after 2017
0 to 6,240	120	120	120	120
6,240-10,400	180	173	166	160
10,400-24,960	240	227	214	200
Over 24,960	300	280	260	240

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____

LETTER OF AGREEMENT

**AFSCME, LOCAL 730, LPN Unit
and
ESSENTIA HEALTH VIRGINIA**

SICK LEAVE ACCRUALS IN EXCESS OF 720 HOURS

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to reduce from 816 to 720 the maximum number of hours of sick leave employees participating in the sick leave plan may accumulate. In consideration for this change, the parties have agreed that employees participating in the sick leave plan who have accrued more than 720 hours of sick leave as of the date of ratification of the agreement shall be entitled to retain the excess hours, without any additional accruals being awarded, until they have reduced their sick leave banks below 720 hours. Thereafter, normal applicable accruals based on hours worked shall be awarded up to the maximum of 720 hours. The employees who have sick leave accruals in excess of 720 hours and who are subject to this Letter of Agreement and the amounts of their accruals are as follows:

Employee Full Name	Position Description	Hours Balance
ANTTILA, LEANNE	LPN-VCC-3RD FLR	811.69
DANTES, VIRGINIA	LPN-VCC-3RD FLR	816.00
HADDAD, NINA	LPN-HOSP-VA-MED-SURG	768.43
MEYER, DEBORAH	LPN-VCC-3RD FLR	816.00

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____

LETTER OF AGREEMENT

**AFSCME, LOCAL 730, LPN Unit
and
ESSENTIA HEALTH VIRGINIA**

PERSONAL DAYS HOURS CONVERSION

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to eliminate the employee's birthday as a holiday and to add a third personal day. Personal days are only available to those employees hired before October 10, 2014. The parties also agreed that beginning January 1, 2015 personal days hours would accrue based on the number of hours worked by the employee. To address the transition from the previous practice to the new accrual system, on January 1, 2015 the Employer shall credit each eligible employee's personal days accrual account with the number of hours he/she would have accrued in calendar year 2014 had the accrual system been in place for the 2014 calendar year. It is understood and agreed that this is a one-time addition to the accrual account to prevent the loss of a benefit as a result of the transition from a "dump" system to an accrual-by-hours worked "earn-as-you-go" system.

Notwithstanding the limit of thirty (30) personal days hours contained in Section 12.6, as part of the transition to the accrual system, for calendar year 2015 only, employees may have a maximum of thirty-six (36) hours in the personal days hours accrual account.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____

LETTER OF AGREEMENT

**AFSCME, LOCAL 730, LPN Unit
and
ESSENTIA HEALTH VIRGINIA**

RETIREMENT PLAN CONTRIBUTION FOR 2014

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to new contract Article 30, which sets forth the amount and procedure for employer contributions to the Essentia Health 401(k) plan, effective January 1, 2015. For calendar year 2014, the parties agreed that the total employer contribution to the Essentia Health 401(k) plan for eligible employees would be 7.25% of the eligible employee's annual compensation, regardless of the amount contributed by the employee.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____

LETTER OF AGREEMENT

**AFSCME, LOCAL 730, LPN Unit
and
ESSENTIA HEALTH VIRGINIA**

FTE ADJUSTMENT FOR LUMP SUM PAYMENT

As part of the negotiations for the collective bargaining agreement for the period January 1, 2014 through December 31, 2017 ("CBA"), the parties agreed that the Employer shall pay a lump sum of \$400 to each active employee as of October 10, 2014, with the payment to be pro-rated based on the employee's FTE status. Thus, a full time (1.0 FTE) employee will receive \$400 and a part time employee will receive a lesser amount (for example, a .6 FTE employee will receive \$240; a .8 FTE employee will receive \$320).

The resulting pro-rated lump sum payment shall be paid to each employee of the bargaining unit who is employed by Employer as of the date of ratification of the CBA. Payment shall be made with employee paychecks on December 19, 2014.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

Date: _____

Date: _____

By _____

By _____

Its _____

Its _____