

**AGREEMENT BETWEEN**

**Allina Health  
NEW ULM MEDICAL CENTER**

**AND THE**

**MINNESOTA LICENSED PRACTICAL  
NURSES ASSOCIATION/AFSCME**

**January 1, 2018 - December 31, 2020**

## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
AGREEMENT	
1 RECOGNITION AND DEFINITIONS.....	3
2 UNION MEMBERSHIP.....	3
3 EMPLOYEE REPRESENTATION.....	4
4 LABOR MANAGEMENT COMMITTEE.....	4
5 GRIEVANCE PROCEDURE.....	4
6 COACHING AND CORRECTIVE ACTION.....	7
7 SCOPE OF THE LICENSED PRACTICAL NURSE.....	8
8 EMPLOYEE DEFINITIONS.....	9
9 HOURS AND SCHEDULING.....	10
10 SALARIES AND COMPENSATION.....	13
11 HEALTH PROGRAM.....	15
12 VACATION.....	16
13 HOLIDAYS.....	18
14 LEAVES OF ABSENCE.....	19
15 WORKER'S COMPENSATION.....	23
16 INSURANCE BENEFITS.....	24
17 EVALUATIONS.....	25
18 VACANCIES AND NEW POSITIONS.....	25
19 SENIORITY AND LAYOFF PROCEDURE.....	25
20 LOW CENSUS STAFFING AND CANCELLATION OF HOURS.....	26
21 OCCUPATIONAL MEETINGS.....	28
22 TERMINATION OF EMPLOYMENT.....	29
23 OTHER CONDITIONS.....	29
24 TERM OF AGREEMENT.....	30
SALARY CHARTS.....	32

## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the New Ulm Medical Center, New Ulm, Minnesota, hereinafter called the 'Medical Center' or the 'Employer' and the Minnesota Licensed Practical Nurses Association MLPNA/AFSCME, Local 105, hereinafter referred to as the "Union".

### **ARTICLE 1. RECOGNITION AND DEFINITIONS**

- 1.1 This Agreement shall apply and be limited to the Licensed Practical Nurses employed by the Medical Center in both its hospital and clinic operations. The Medical Center recognizes the Union as the exclusive collective bargaining representative of all Licensed Practical Nurses employed by the Medical Center, excluding all other employees.
- 1.2 The term 'nurse' as used herein shall mean 'Licensed Practical Nurse', and includes both Clinic Nurses and Hospital Nurses as defined in Article 8. The term 'Licensed Practical Nurse' shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nurses as a Licensed Practical Nurse. The Medical Center and Union agree that only persons so licensed shall be recognized as Licensed Practical Nurses.

### **ARTICLE 2. UNION MEMBERSHIP**

- 2.1 All nurses who are employed by the Medical Center shall be or become members of MLPNA/AFSCME or pay a service fee within thirty (30) days of employment or the signing of this Agreement.
- 2.2 The Medical Center agrees to furnish to the Union a list of the names and addresses of all Licensed Practical Nurses employed by the Medical Center who are covered by this Agreement within thirty (30) days of the effective date of this Agreement. Thereafter, the Medical Center agrees to furnish the Union a monthly list of new hires, terminations, and nurses on leaves of absence.
- 2.3 Upon Written authorization from the employee, the Employer shall deduct such fees and dues and other Union approved deductions from the employee's paycheck in accordance with AFSCME MN Council 65 dues schedule and remit all such deductions to the Union monthly, along with a list of employee names and the amount deducted. Union dues shall be deducted no later than the first pay period after the employee's first thirty (30) working days of service.

The Union agrees to defend, indemnify and hold the Employer harmless from and against any and all claims, suits, orders, or judgments brought or issued against the Employer arising out of or related to this article.

- 2.4 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.

### **ARTICLE 3. EMPLOYEE REPRESENTATION**

- 3.1 MLPNA/AFSCME, Local 105, composed of all employees covered by this Agreement, has been established to serve as the local functioning unit of the Union with regard to collective bargaining agreements.
- 3.2 The Union will furnish the Employer with the names of the officers of this Local and other representatives chosen by the membership to act on their behalf.
- 3.3 Non-employee representatives of the Union, after first notifying the Employer, may visit the facility where the unit members are located for the purpose of representing such employees, provided it does not interfere with the work of the employee.

### **ARTICLE 4. LABOR MANAGEMENT COMMITTEE ("LMC")**

- 4.1 The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of the employees, the Union, and the Medical Center. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a "Labor-Management Committee."
- 4.2 The Labor-Management Committee shall consist of representatives of the Medical Center, representatives of the bargaining unit (which shall be representatives of the various services of the Medical Center), and representatives of the Union. Bargaining unit members shall be paid for time spent in attendance at designated joint meetings of the Labor-Management Committee and this time shall be considered as hours worked. Bargaining unit members will also be paid for work related to and agreed upon by the LMC or approved by the manager, which occurs outside of the LMC meeting.
- 4.3 The committee shall meet at agreed upon times and meetings shall follow an agenda which shall be distributed in advance of each meeting.

### **ARTICLE 5. GRIEVANCE PROCEDURE**

- 5.1 The grievance procedure as set forth herein shall serve as a means for the peaceful and

equitable settlement of all disputes that may arise concerning the interpretation or application of this Agreement at the earliest level possible, without any interruption or disturbance of normal operations.

- 5.2 The Medical Center will grant a necessary and reasonable amount of time off during a representative's working hours with pay to a representative who must necessarily be present for direct participation in adjusting a grievance. Such time will not exceed two (2) hours per week unless otherwise mutually agreed. The representative shall first secure permission from their immediate supervisor before leaving the workstation and notify the supervisor upon return.
- 5.3 Should an employee believe that an incorrect payment of wages due has been made, the employee shall immediately discuss the problem with their immediate supervisor who will determine whether an error has been made. Such errors will be corrected as soon as possible but not later than the next pay period. A grievance relating to pay shall be timely if received by the facility within six (6) calendar months after the payday for the period during which the grievance occurred.
- 5.4 The time elements of the grievance procedure can be shortened or extended by written mutual agreement. Failure to follow said time limitations by the Union shall result in the grievance being waived. Failure by the Employer to follow said time limitations shall result in the implementation of the grievance resolution.
- 5.5 Any grievance not appealed in writing from a decision within the time limits shall be considered settled on the basis of the last decision. However, if new facts are obtained concerning the conditions that caused the submission of the grievance, the procedure can be re-opened at the level which it was terminated.
- 5.6 An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.
- 5.7 A GRIEVANCE shall mean a complaint by a nurse or a group of nurses based on an event, condition, or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provision of this Agreement.
- 5.8 An AGGRIEVED PERSON shall mean the person or persons making the complaint either individually or through the Union.
- 5.9 The term DAYS shall mean calendar days, excluding Saturday, Sunday and holidays recognized by this Agreement.
- 5.10 LEVELS IN THE GRIEVANCE PROCEDURE

STEP ONE - A nurse with a grievance shall first discuss it with the nurse's manager, either

individually or with a representative to try to resolve the matter informally. The grievance shall be presented initially within ten (10) days of the incident over which the grievance arises.

STEP TWO - If the grievance is not settled at Step One, or if no decision is rendered within ten (10) days after presentation, it shall be reduced to writing, signed by the employee, and presented to the Director of Patient Care. The written grievance must state the alleged violation of specific rights covered by the terms and provisions of this Agreement, and set forth all information and evidence.

A meeting between the local Union representative, the nurse, and the Director of Patient Care, or designated representative, shall take place within ten (10) days from the date the appeal is received. On all grievances appealed to Step Two and beyond, non-employee representatives of the Union may attend at the request of either party. The Director of Patient Care, or designated representative shall have ten (10) days from the date of the meeting to answer the grievance and submit an answer in writing to the nurse and the Union.

STEP THREE - If the grievance is not settled at Step Two, the Union may file within ten (10) days a written copy of the grievance with a request for a meeting to the Administrator. This meeting shall be scheduled within ten (10) days from the date the appeal is received. The Administrator shall have ten (10) days from the date of the meeting to submit an answer in writing to the nurse and the Union.

#### STEP FOUR - ARBITRATION

- (a) If the grievance is not resolved by the Step Three response, the Union may file a demand for arbitration. Any such demand must be sent within ten (10) days after receipt of the Step Three response.
- (b) The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service.
- (c) The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, Medical Center and the nurses.
- (d) The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.

- (e) Should the Union have a grievance which it contends pertains to the overall policy, it may initiate such a grievance at Step Three.

## **ARTICLE 6. COACHING/CORRECTIVE ACTION**

- 6.1 Standards of Performance Conduct established for nurses by the Employer shall be made available to the elected representatives of the Union. Such rules shall be considered a proper subject for discussion under the provisions as outlined for the Labor Management Committee.
- 6.2 The manager may provide coaching in the form of verbal or written suggestions regarding how to improve performance or that one should follow policies or conduct guidelines. Such coaching is not considered part of the corrective action process. In the event the manager determines the coaching should be presented in writing the written notice does not become part of the employee's personnel file.
- 6.3 It is in the best interest of the Employer and the Employees that coaching be utilized to ensure optimal Employee performance or conduct.
- 6.4 The manager may determine that the performance or conduct may constitute a formal notification, whereby the manager will complete a Corrective Action Plan that will include established performance goals.
- 6.5 Whenever the Employer requests the presence of an Employee for corrective action reasons, the Employee will have the right to be accompanied by a Union representative.
- 6.6 The Employer will not initiate corrective action without just cause and due process.
- 6.7 Corrective action that is deemed necessary by the manager will be corrective in nature rather than punitive and will result in a document clearly defining the issues, expectations and consequences.
- 6.8 In the event the corrective action is required, the level of corrective action shall be based on the severity of the conduct or performance factors, such as length of employment and whether the employee is aware of the conduct or performance.
- 6.9 The following list is a general description of the corrective action process. The type of corrective action will be based upon the severity of the issue:
- a. Verbal Warning – A verbal warning is generally used for a first time offense, less serious violation of performance or conduct.
  - b. Written Warning - A written warning is generally used when an employee has committed a more serious policy violation, significantly failed to meet performance

expectations, and exhibited multiple conduct and/or performance issues that need to be addressed simultaneously, or has shown continued failure to correct performance or conduct.

- c. Suspension or Final Warning – A suspension or final warning is used for serious violations of employer policies or performance issues, where employment termination may result if improvement or correction is not demonstrated.
- d. Termination – This action is used for the most serious violations of employer policies or performance issues, or may be used if earlier forms of corrective action have not achieved the desired result as to the employee’s performance or conduct.

## **ARTICLE 7. SCOPE OF THE LICENSED PRACTICAL NURSE**

- 7.1 The Medical Center as a community institution and the Licensed Practical Nurses share the common goal and the common responsibility of providing to the citizens who require it nursing care which is both safe and adequate. The Medical Center recognizes that the work of the Licensed Practical Nurse is an integral part of nursing. Under the direction of a qualified autonomous health professional, the Licensed Practical Nurse is a recognized member of the health care team and performs nursing functions commensurate with their education, preparation and demonstrated competencies.
- 7.2 Nursing care which is consistent with current practice requires the direct assistance of various auxiliary personnel and services in order to provide adequate nursing care to patients. In order to assist adequately with the various nursing functions and services on all shifts, the Medical Center agrees to employ a sufficient number of such auxiliary nursing personnel. Licensed Practical Nurses shall not be required to perform such services routinely and shall be left free to carry out their primary responsibility of patient care commensurate with their occupational training.
- 7.3 The Scope of Practice at the Medical Center will reflect the current guidelines from the MN Board of Nursing, Nurse Practice Act, Scope of Practice documents for LPN’s providing Acute Care and Clinic Services at the Medical Center, and the policies of the Medical Center. LPN’s will be given the opportunity to provide input into staffing practices at the Medical Center. The Medical Center supports the continuing education and development of LPN’s, as it relates to their role in providing direct patient care.

The Medical Center values the input and participation of LPN’s on committees and projects that impact patient care at the Medical Center. The LPN Labor Management Committee is the group to determine the potential involvement of LPN’s in committees and projects at the Medical Center.



## ARTICLE 8. EMPLOYEE DEFINITIONS

- 8.1 “Hospital Nurse” and “Clinic Nurse” shall mean those Licensed Practical Nurses who have been designated by the Medical Center as having a home department of either the hospital or the clinic, respectively.
- 8.2 Full-Time - Hospital Nurses who have a work agreement to work eighty (80) hours per two (2) week pay period shall be classified as full-time employees. Clinic Nurses who have a work agreement of at least 72 hours per two (2) week pay period shall be classified as full-time employees.
- 8.3 Regular Part-Time - Hospital Nurses who have a work agreement of work less than eighty (80) hours per two (2) week pay period shall be classified as regular part-time employees. Clinic Nurses who have a work agreement of less than 72 hours per two (2) week pay period shall be classified as regular part-time employees.
- 8.4 Casual - A casual nurse is a nurse with no work agreement. Hospital nurses who do not share proportionately in weekends, evening and night shifts and holiday schedules shall be classified as casual (exceptions can be made when mutually agreed upon). Casual nurses are not eligible for vacation, sick and holiday accruals or tuition reimbursement benefits. Casual nurses are eligible for weekend bonus as defined in Section 10.11 and holiday premium pay when working in the hospital on a holiday as provided in Section 13.6. A nurse with a current work agreement either in the clinic or the hospital who also is cross trained to another position shall have all their hours worked counted toward benefits, wage progression, and seniority.
- A casual nurse shall complete all Medical Center and department education requirements. Nurses who fail to meet their compliance training, annual safety education, competency and other educational requirements within the stated timeframe and after receiving a 30 day written notice, will be considered to have voluntarily resigned. In addition to the educational requirements, hospital casual nurses shall work four (4) weekend shifts and one holiday per year.
- 8.5 Miscellaneous Issues - For all definitions involving number of hours worked, the Clinic Nurse and the Hospital Nurse (as the Medical Center has designated them) shall have all hours aggregated. For example, a Hospital Nurse who works 40 hours in a hospital department and 32 hours in a clinic department during a two-week pay period, for a total of 72 hours in the pay period, is a part-time employee.
- 8.6 Probationary - New employees shall be on a probationary status for the first ninety (90) days of their employment. The Medical Center shall decide the ability of a probationary employee to perform the required work; however, the Union shall have recourse to the grievance procedure if a discharge is based on discrimination due to Union activity. All probationary employees shall participate in an orientation and instruction program designed to acquaint them with distinctive Medical Center procedures and techniques and

to familiarize and commission them with definite duties and responsibilities. Probationary employees shall be entitled to fringe benefits only as specified in this Agreement.

- 8.7 **Lead Workers:** Leads are bargaining unit employees who are regularly assigned additional duties under the supervision and direction of a manager which may include, but are not limited to the following: assign and monitor the work of others, coordinate the workflow among employees within the work area, provide technical or functional direction to support the employees, inform management on the operational needs of the department. Leads do not act in the role of a supervisor and are not given any authority for performance evaluation, disciplinary actions or decisions to hire or fire bargaining unit employees.

## **ARTICLE 9. HOURS AND SCHEDULING**

- 9.1 **Hours of Work:** In the hospital the standard work day shall consist of not more than eight (8) work hours in a twenty-four (24) hour period (7:00 a.m. to 7:00 a.m.) with a ½ hour meal break. In the clinic the standard workday shall consist of eight (8) hours of work between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, or in accordance with specific Provider needs, with a one hour meal break. Four (4) hour shifts may occur in the clinic due to provider schedules or requests by the nurse(s). The balance of four (4) hour shifts shall be shared among clinic nurses, based on qualifications and availability. Hospital and Clinic nurses shall receive two (2) scheduled 15-minute rest periods.

Meal breaks will not be paid and are not included in the hours worked.

Normally, there shall be at least twelve (12) hours between assigned shifts in the hospital except on days prior to scheduled days off.

- 9.2 **Pay Period:** The standard pay period shall begin at 7:00 a.m. Saturday and end fourteen (14) days or seven (7) days later at 6:59 a.m. Saturday, depending upon the overtime calculation method to be used. In the hospital it shall consist of ten (10) scheduled eight (8) hour work periods; the four remaining days in the pay period shall be known as “days off”.
- 9.3 **Posting of Work Schedule:** Completed work schedules for both full-time and part-time LPN’s will be posted covering a two (2) week period at least one (1) week in advance of the time covered by such schedule. Every effort will be made to accommodate requests for specific schedules if they are submitted in writing at least two (2) weeks prior to the posting of such schedules.
- 9.4 **Scheduling Pattern:** The normal scheduling pattern for Hospital Nurses will be such that they have alternate weekends off; except in case of mutual agreement between the Medical Center and nurse in cases where the nurse has specifically requested to work on one of these weekend days for which a bonus would be forthcoming in accordance with Article 10.

Clinic LPN's may be scheduled for hours outside of the standard workday as defined in Section 9.1 as follows:

Clinic Evening Shifts – Clinic Shifts Scheduled after 5:00 p.m.:

- a. LPN's regularly assigned to a provider have the first opportunity to choose to work evening shifts scheduled for that provider.
- b. Multiple LPN's who volunteer for the same evening shift will be scheduled according to seniority.
- c. Remaining open evening shifts will be scheduled beginning at the bottom of the LPN seniority list, excluding casual nurses. On January 1<sup>st</sup> of each year this process will start again at the bottom of the seniority list.

Clinic Weekend Shifts – Clinic Shifts Scheduled on Saturdays or Sundays:

- a. LPN's regularly assigned to a provider have the first opportunity to choose to work weekend shifts scheduled for that provider.
- b. Multiple LPN's who volunteer for the same weekend shift will be scheduled according to seniority.
- c. In the event weekend shifts are not covered in accordance with A and B above, nurses hired after January 1<sup>st</sup>, 2006 will be expected to work a minimum of two (2) weekend shifts per month.
- d. Remaining weekend shifts will be scheduled beginning at the bottom of the LPN seniority list excluding casual nurses. Beginning January 1<sup>st</sup> of each year the process will start again at the bottom of the seniority list.

9.5 Student Nurses: The presence of student nurses on a unit shall not alter the normal staffing pattern of Licensed Practical Nurses.

9.6 Flexible Scheduling:

The Medical Center and an individual nurse may voluntarily agree upon a pattern of work in excess of eight (8) hours per day. Such work schedules shall be considered flexible scheduling and subject to the following conditions:

1. Positions will be posted and awarded in the following manner:
  - a. If flexible schedule positions are created from existing FTEs on a unit, these positions will be posted on the unit and awarded to interested nurses on that unit in order of seniority.
  - b. If flexible schedule positions are created from open FTEs, these positions will be posted and awarded Medical Center wide.
  - c. A nurse accepting a flexible schedule position will sign a work agreement acknowledging the difference in overtime calculations and mutual revocation options.
  - d. A nurse or the Medical Center may revoke the flexible schedule by giving up to six (6) weeks written notice. The six weeks' notice requirement can be

waived or reduced if agreed to by the Medical Center. The nurse will return to an eight (8) hour. Non-flexible positions.

- e. A nurse working flexible schedules will have the option to be scheduled to work every third (3) weekend.
  - f. A nurse's work agreement will only be changed by mutual agreement.
2. The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 10.9. Further, even though the total hours worked during a week may not exceed forty (40) hours, a nurse working in excess of her/his scheduled work day shall be paid at the rate of time and one half (1-1/2) for all hours worked in excess of the scheduled hours.
- a. Trades: Shift trades with other flexible schedule nurses are encouraged to meet personal needs. If another flexible schedule nurse cannot be found, a trade may be made with an eight (8) hour, non-flexible schedule nurse, subject to the manager's approval.
  - b. Shift Differential: A hospital nurse on a flexible schedule will be paid shift differential for any hours worked between 3:00 p.m. and 7:30 a.m. according to the provisions set forth in Section 10.7. A clinic nurse on a flexible schedule will be paid shift differential for any hours worked before 7:30 am and after 5:00 p.m.
  - c. When vacation, sick leave, and holidays are taken, the nurse is paid what they normally would be scheduled to work (i.e. 8, 10, 12 hours), including applicable shift differential.
  - d. Vacation and sick leave will accrue based on the number of compensated hours. In no event will the occurrence of a holiday, paid sick leave, or vacation have the effect of diminishing the number of hours normally paid to a nurse in a payroll period.
  - e. Bonus: A flexible schedule nurse who replaces a flexible schedule nurse for a scheduled shift, who is eligible for a bonus, will receive one (1) bonus per shift.
  - f. Call-back: A flexible schedule nurse who has worked a partial shift and is then put on-call, may only be called back once from on-call status. When called back, the nurse will receive his/her regular rate of pay, with a minimum of four (4) hours of pay for the remainder of the scheduled shift. However, the nurse is not required to stay beyond the end of the scheduled shift to receive the four (4) hours of pay.
3. In establishing the extended work day schedule, the Medical Center will minimize

the disruptive impact of alterations in scheduling of hours, shifts, holidays, vacations or weekends for an employee who is not on an extended work day schedule.

## ARTICLE 10. SALARIES AND COMPENSATION

- 10.1 The salary for Hospital and Clinic Nurses covered herein shall be as shown on the attached chart.
- 10.2 Nurses shall advance on the salary scales on the basis of one year equaling 2,080 paid Hours. Paid hours shall include all hours for which a nurse is paid at his/her regular rate of pay or overtime rate as well as any low census time.
- 10.3 Nurses shall maintain all wages and benefits accrued previous to the effective date of this Agreement.
- 10.4 Clinic Lead Differential: Clinic nurses designated as “lead” will receive an additional two dollars (\$2.00) per hour differential.
- 10.5 When a hospital nurse is assigned to and fulfills the job responsibilities of a clinic LPN position, clinic wages will be paid at the same step level. When a clinic nurse is assigned to and fulfills the job responsibilities of a hospital LPN position, hospital wages will be paid at the same step level. (See Article 20.6)
- 10.6 Shift Differential:  
Hospital Nurses: For the purpose of determining shift premiums for nurses who work in hospital departments, the day shift is any shift that regularly starts at or after 7:00 a.m. but before 3:00 p.m. The evening shift is any shift that regularly starts at or after 3:00 p.m. but before 11:00 p.m. The night shift is any shift that regularly starts at or after 11:00 p.m. but before 7:00 a.m. Employees who work on the evening or night shifts shall be paid an additional shift differential as noted below. There will be no split shifts unless mutually agreed upon between the nurse and the Medical Center. Nurses shall not be required to work more than two (2) of three (3) shifts (days, evenings or nights) during a two (2) week pay period. For hospital nurses who work hours that fall on two (2) different shifts will be considered to be working the shift on which 2/3 of their hours fall. Additionally, if a nurse is called in to work on the 11-7 shift, the Medical Center will pay shift differential for all hours worked on that shift. Shift differential will also be paid when an employee fills a partial shift of four (4) or more hours on the 3-11 shift.  
Clinic Nurses: A clinic nurse will be paid shift differential for any hours worked after 5:00 p.m., and before 7:30 a.m.

Shift differential payments:	<u>Hospital Nurses</u>	<u>Clinic Nurses</u>
	\$1.30 per hour	\$2.50 per hour

See Section 9.6 for language on flexible scheduling.

10.7 Clinic Weekend Premium Pay: A clinic nurse working weekend hours in the clinic shall receive two dollars and fifty cents (\$2.50) in addition to base wages for each hour worked on a Saturday or Sunday.

10.8 Overtime Compensation: One and one-half (1 1/2) the base rate of pay will be paid for all hours worked by a Hospital Nurse over eight (8) hours in any work day as defined in paragraph 9.1 above and all hours worked over eighty (80) hours during a fourteen (14) day pay period. One and one-half (1 1/2) the base rate of pay will be paid for all hours worked by a Clinic Nurse over forty (40) hours in any work week. If a nurse works in both the clinic and hospital during a pay period, meaning that he/she has worked at two different rates, overtime shall be calculated pursuant to applicable law. No Licensed Practical Nurse shall be required to work in the hospital more than eight (8) hours in any 24 hour period without his/her consent.

Vacation, sick and holiday hours will be considered hours worked for purposes of overtime calculation.

10.9 Unrestricted On-call Compensation: Licensed Practical Nurses required to be 'on-call' shall be paid at the following rate while on-call: \$4.90 per hour.

See Section 13.8 regarding on-call compensation when scheduled in advance on a holiday.

When a Licensed Practical Nurse is called to work from an on-call status, the nurse shall receive their regular rate of pay. A Licensed Practical Nurse shall receive time and one-half (1-1/2) their regular rate of pay when working in accordance with Section 10.9.

If called from on-call status, the Medical Center will offer four (4) hours of work/pay. It is expected that the nurse will stay and work four (4) hours if the four (4) hours falls within the scheduled shift (i.e., 7 am - 3:30 pm, 3 - 11:30 pm or 11 pm - 7:30 am). If the four (4) hours extends beyond the scheduled shift, the nurse can choose whether or not to stay. If the nurse chooses not to stay, she will only be paid for the hours worked. Calling in a nurse from an on-call status will not result in the displacement of a nurse on the following shift. If a nurse is called to work from an on-call status to work in the OR, he/she will be paid one and one-half (1-1/2) times the applicable rate of pay for all hours worked on such day.

A nurse scheduled for low census on-call shall be on call for five (5) hours except for a nurse who agrees to be on-call for a longer period of time.

Restricted On-Call Compensation: Any License Practical Nurse who is required to remain on the premise on-call (restricted on-call), shall be paid \$10.30 per hour while on-call. If the nurse's services are required while on-call, the nurse will be compensated at his or her regular rate for such time worked.

10.10 Weekend Bonus: Hospital Nurses required to work more than the alternate weekends specified will receive seventy-five dollars (\$75.00) in addition to his/her regular rate of pay for each extra Saturday or Sunday shift worked. A Hospital nurse who works a partial shift

in the hospital shall be entitled to one-half (1/2) of the bonus amount provided the nurse works (2) hours or more, but fewer than four (4) hours; and full bonus amount for working (4) hours or more.

Casual nurses are eligible for weekend bonus as follows. If a casual nurse works in the hospital more than four weekend shifts in a four week period, he/she shall be paid a bonus, as stated above, for the fifth and subsequent weekend shifts worked during that four week period; provided, that once a bonus(es) is/are paid, the four week period begins again and there is no look-back to the shifts worked during the period of time for which a bonus was paid. Any casual nurse who has qualified for the weekend bonus must notify his or her supervisor of such in order to receive payment.

A nurse who is scheduled for a weekend shift which entitles her/him to a weekend bonus which is then canceled or the nurse is put on call, will receive the bonus payment based on scheduled hours.

A clinic nurse who is called in due to the absence of the scheduled nurse and works four (4) hours or more shall receive an additional fifty dollars (\$50.00) for the day and twenty five dollars (\$25.00) if the nurse works less than four (4) hours.

- 10.11 Weekday Bonus: A hospital nurse who agrees to work an additional shift during a pay period for which the schedule has already been posted will receive a bonus of forty dollars (\$40.00) for working a shift consisting of six (6) hours or more, or twenty dollars (\$20.00) for working shift of less than six (6) hours.

A hospital nurse who is scheduled for a weekday shift which entitles her/him to a weekday bonus which is then canceled or the nurse is put on call, will receive the bonus payment based on scheduled hours.

## **ARTICLE 11. HEALTH PROGRAM**

- 11.1 Upon employment, any examinations or tests required by the Medical Center will be provided at no cost to the nurse.

Ongoing, the Medical Center will make available testing or immunizations that are required at no cost to the nurse. Those activities recommended by the Executive Safety Management Committee and agreed to by the Medical Center will also be provided at no cost to the nurse. These activities will work to ensure patient and employee health.

The Safety Management Committee will have at least one MLPNA/AFSCME representative.

- 11.2 Infectious or Contagious Diseases (excluding the common cold or flu): Where infectious or contagious diseases are diagnosed or suspected, representatives of the Medical Center

shall meet promptly to determine what steps, if any, are necessary to safeguard the health and safety of the nurses as well as the patients. An LPN who may be at risk of exposure to an infectious agent or agents as the result of the responsibilities for the care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the Medical Center according to the policy and procedure.

A nurse who has suffered an exposure in the workplace to an infectious agent and as a result is not permitted to work during an incubation period or other period of time as determined by the Medical Center or other agency, shall be kept whole for loss of salary and benefits, including pension and seniority. The nurse shall not be required to use her/his sick leave during this period of absence from work.

- 11.3 The Executive Safety committee shall have LPN representation with one LPN from the Hospital and one from the Clinic. Any other safety committee which involves direct patient care shall have LPN union representation from the hospital and/or clinic as applicable.
- 11.4 The Medical Center will make available information from safety committees using the AKN, newsletters, bulletin boards, and/or quarterly staff meetings.
- 11.5 The Medical Center has an ongoing responsibility to ensure the safety of the nurses, protection of work areas, adequate education on safety and necessary safety practices and the prevention of accidents.

## **ARTICLE 12. VACATION**

### 12.1 Vacation Accrual

A nurse shall accrue vacation pay as follows, based on years of continuous employment at the Medical Center.

Two (2) weeks per year for zero (0) through three (3) years

Three (3) weeks per year for four (4) through six (6) years

Four (4) weeks per year after six (6) years

Vacation time shall be earned based on compensated hours, using the accrual rate above. Vacation is available to take as it is accrued. A nurse who terminates his/her employment within the first year shall receive all earned but unused vacation.

Nurses on their tenth (10) year of service shall receive one bonus week of paid vacation. Nurses on their fifteenth (15) year of service shall receive one bonus week of paid vacation. There is a 280-hour year-end cap on accrued vacation. Each nurse is responsible for monitoring accruals and use of vacation hours.

One time each calendar year, a nurse may request a cash pay-out of up to a maximum of 40 hours of the following year's vacation accrual. Such a request must be received by the Allina Human Resource Service Center by December 31<sup>st</sup>. The cash pay-out request must also indicate a date for the pay-out between April 1 and December 1<sup>st</sup>. The cash pay-out



cannot exceed the amount of vacation accrued as of the date indicated on the request for the pay-out.

- 12.2 Vacation pay shall be computed at the employee's regular straight time rate; however, regularly scheduled evening and night shift employees shall be paid at their premium rate.

Vacation pay shall be accrued by pay period. Part-time nurses shall be able to take their vacation over the same period of time as a full-time nurse of equal seniority.

- 12.3 Each area of the clinic and hospital will develop and publish written vacation scheduling rules for its nurses. In the event an area fails to do this, the vacations for that area's nurses will be awarded on a first come, first served basis, beginning each January 1 for that year's vacations, and a conflict between nurses who apply for the same vacation time at the same time shall be resolved in favor of the more senior nurse. All vacation requests are subject to the approval of the department manager.

- 12.4 Employees departing on vacation leave that extends beyond their next pay day shall be granted a pay advance, provided they have notified the Medical Center at least four (4) weeks in advance.

- 12.5 An employee shall receive pay for all unused vacation time not used under the above schedules if he/she terminates employment or retires. In the case of death, the compensation shall be paid to the nurse's estate. If the nurse terminates employment, two (2) weeks written notice of intention to terminate must be given in order to receive such pay.

- 12.6 Part-time employees shall receive vacation benefits on a pro-rated basis in the proportion that their hours worked during a year bears to full-time employment of 2080 hours per year.

- 12.7 Following one (1) calendar year of employment, Hospital Nurses who are eligible for two (2) or three (3) weeks of vacation shall be entitled to take one (1) normally scheduled weekend each calendar year as vacation. Hospital Nurses who are eligible for four (4) weeks of vacation shall be entitled to take two (2) normally scheduled weekends each calendar year as vacation. In order to cover this vacation scheduling, the Medical Center may seek volunteers to work additional weekends.

#### Vacation Weekends

Hospital Nurses employed continuously by the Medical Center for six (6) years shall be entitled to take one (1) normally scheduled weekend as vacation during the calendar year. Hospital nurses employed continuously by the Medical Center for seven (7) or more years shall be eligible for two (2) scheduled weekends as vacation each calendar year.

In order to cover this vacation scheduling the Medical Center may seek volunteers to work additional weekends. If the Medical Center is unable to secure enough volunteers, it may require, in rotation and by reverse order of hospital seniority, nurses to work an additional

weekend(s) in order to cover vacation weekends. It is agreed and understood that these additional weekends will result in the bonus specified in Section 10.10 if a nurse works more than alternate weekends.

- 12.8 A nurse must use all available vacation which exceeds one week before being eligible to take any unpaid time or unpaid leave (excluding low census time).
- 12.9 Nurses who are called by the Medical Center and asked to work on a scheduled vacation day will have the following options:
  - (a) Being paid the regular straight-time rate of pay, or overtime if applicable, and not using the vacation day, and receiving a twenty-five dollar (\$25) bonus, or;
  - (b) Being paid their regular straight time rate, or overtime if applicable, and receiving vacation pay at the nurse's regular straight-time rate of pay.

### **ARTICLE 13. HOLIDAYS**

- 13.1 Full-time nurses shall be granted the following nine (9) holidays with pay:

NEW YEAR'S DAY	MEMORIAL DAY
EASTER	THANKSGIVING
FOURTH OF JULY	CHRISTMAS DAY
LABOR DAY	TWO FLOATING HOLIDAYS

Regular part-time employees will accrue four (4) holiday hours for each of the nine (9) holidays. Holiday hours, for all employees once accrued, can be used in four (4) or eight (8) hour increments. Holiday hours shall count toward overtime. Any such time which has not been requested by December 31 will be paid with the year-end paycheck. Any overpayment to the nurse as a result of these pay requests will be withheld from the final paycheck for the year or, if the nurse terminates employment earlier than year end, from the final paycheck.

- 13.2 If a full-time nurse works on a holiday, or the holiday falls on the nurse's day off, he/she shall be given one day off.
- 13.3 If the holiday falls during the nurse's vacation, one day will be added to his/her vacation.
- 13.4 In order to be eligible for a paid holiday, the nurse is required to work both the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless reasonable evidence of illness is presented to the Medical Center.
- 13.5 The holiday will begin with the 11:00 p.m. shift the night preceding the holiday and end with the completion of the 3-11 p.m. shift on the day of the holiday, with the exception of

Christmas Day and New Year's Day. Christmas Day shall be defined as beginning at 3:00 p.m. on December 24 and ending with the completion of the 3-11 p.m. shift on December 25th and New Year's Day shall begin with the 3:00 p.m. shift on December 31st and end with the completion of the 7-3 p.m. shift on January 1st.

- 13.6 If a nurse works on a holiday, he/she shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked, except for Christmas and New Year's. On Christmas, the nurse shall be paid at the rate of three (3) times the regular rate of pay for all hours worked. On New Year's the nurse shall be paid at the rate of two (2) times the regular rate of pay for all hours worked.
- 13.7 A nurse who is scheduled to work a holiday and then is canceled due to low need, shall be paid at his/her regular base hourly rate of pay for the scheduled hours. A nurse who is canceled and put on-call shall receive his/her regular base hourly rate of pay for the scheduled hours, but not call pay.
- 13.8 A nurse shall be paid ten dollars and thirty cents (\$10.30) per hour when scheduled in advance for on-call work on a holiday.
- 13.9 Holiday work shall be rotated and shared as equally as practicable among nurses in each area of the Medical Center.

#### **ARTICLE 14. LEAVES OF ABSENCE**

##### **14.1 SICK LEAVE**

- (a) Full-time nurses shall be entitled to one day per month sick leave, with pay, for personal illness. Sick leave may be accumulative up to sixty (60) days. Part-time employees of the Medical Center shall accumulate sick leave benefits on a pro-rata basis predicated on the number of days they work each month. The Medical Center may require a physician's statement as evidence of illness.
- (b) Nurses assigned to the evening and night shifts shall have the shift differential premium included as part of sick leave payments.
- (c) Sick leave accrual which exceeds sixty (60) days will be converted to vacation leave at the rate of one (1) vacation day for each three (3) days of sick leave which exceeds the sixty (60) days.
- (d) A change in status from full-time to part-time or from part-time to full-time shall not result in a loss of credited standing to earn benefits, nor result in a forfeiture of earned benefits.
- (e) All accumulated sick leave will be shown on the nurse's work record sheet and will be readily available for an LPN's inspection.

14.2 MILITARY LEAVE OF ABSENCE

The Medical Center abides by the provisions of the federal regulations regarding re-employment Rights of an employee and to the granting of leaves of absence in accordance therewith.

14.3 BEREAVEMENT LEAVE

- (a) If a death occurs among members of an employee's immediate family or household, the employee will be permitted to be absent from work without loss of pay based on the following schedule:

Death of a:

Spouse	Up to 5 paid days
Same sex partner	Up to 5 paid days
Child	Up to 5 paid days
Parent	Up to 3 paid days
Step-parent	Up to 3 paid days
Step-child	Up to 3 paid days
Brother/Sister	Up to 3 paid days
Mother/Father-in-Law	Up to 3 paid days
Daughter/son-in-law	Up to 3 paid days
Grandchildren	Up to 3 paid days
Grandparents	Up to 3 paid days
Grandparents-in-law	Up to 3 paid days
Sister/Brother-in-Law	Up to 3 paid days

Bereavement leave may be used on consecutive days within a reasonable time of the day of death or day of the funeral, provided the employee was scheduled to work those days.

- (a) Bereavement leave will be paid at the employee's straight time hourly rate plus applicable shift differential.
- (b) An employee may be granted additional time, if needed, without pay.
- (c) When a death occurs during an employee's vacation, the employee may substitute bereavement leave for vacation pay, as long as the bereavement leave guidelines of this Article are followed.

14.4 JURY DUTY LEAVE

If a nurse serves on jury duty during days when he/she would normally be scheduled to work, the Medical Center will provide a jury duty pay supplement to make up the difference between the jury duty earnings and the nurse's normal pay check. Time served on jury duty will not be deducted for the purposes of figuring fringe benefits.

#### 14.5 EDUCATIONAL LEAVES

The Medical Center shall pay the nurse minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to one thousand dollars (\$1,000) for undergraduate courses and one thousand five hundred dollars (\$1,500) for graduate courses per year for educational course work at an accredited institution under the following circumstances:

- (a) The Director of Patient Care must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.
- (b) The nurse must sign a certificate that he/she will continue to or return to work at the Medical Center for at least one (1) year after completion of the course or sequence of studies.
- (c) Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the nurse shall repay the Medical Center any reimbursement he/she has been paid hereunder to the extent that she does not continue to or make herself available to return to work at the Medical Center for at least one (1) year after completion of the course or sequence of studies.
- (d) Nurses shall receive with pay and without loss of seniority, time off to attend seminars, workshops, or conferences which are educational in nature, which benefit the nurses in performance of their job and are not limited to their work area only. Nurses who are a 0.5 FTE or greater are eligible to use up to \$300 of the available tuition reimbursement for attendance at seminars, workshops or conferences. Attendance will be subject to the prior approval of the manager.

#### 14.6 FAMILY AND/OR MEDICAL LEAVE (FMLA)

Upon successful completion of the probationary period, nurses (regardless of their FTE status) may take family and/or medical leaves of absence as provided in this section. Key definitions and provisions concerning these leaves (such as serious health condition) shall be interpreted pursuant to applicable law, unless resolved more liberally in favor of the nurse in this section.

- (a) Family leave is available for the birth of the nurse's child or the placement of a child with the nurse for adoption or foster care. The availability of family leave expires 12 months after the date of the birth or placement.
- (b) FMLA is available when the nurse is unable to perform the essential functions of his/her position due to the nurse's serious health condition, or when the nurse is needed to care for his/her child under age 18 (or older, if the child is incapable of self-care due to mental or physical disability, or under the age of 24 and enrolled full-time in post-secondary education), the nurse's spouse or domestic partner, the nurse's

parent, or the nurse's sibling, in the case of any of these family member's serious health condition.

- (c) The length of the leave(s) in a rolling 12 month period may be no longer than thirteen (13) weeks total family leave, provided, however, if thirteen (13) weeks of leave has already been used, then additional leave may be granted upon request. (See 14.7 Additional Medical Leave)

- (d) The nurse must use available paid time for leave(s) under this section as follows:

A nurse caring for a dependent child (a person under age 18. or who is under the age of 24 and enrolled full-time in post-secondary education) may use accumulated sick leave to care for that child.

A nurse caring for a spouse or domestic partner and who has exhausted his/her vacation bank may use up to twenty (20) days of sick leave. Additional leave time will be without pay.

A nurse caring for a parent or sibling may only take unpaid time when he/she has ten (10) or fewer days of vacation available in his/her vacation bank. Sick leave is not available for these leaves.

A nurse who has exhausted his/her sick leave and has ten (10) or fewer days of vacation in his/her vacation bank shall be permitted to take an unpaid medical leave.

- (e) The nurse's benefits (health plan, life coverage, dental coverage & LTD) during a FMLA leave shall be continued under the same terms as if the nurse were not on leave. The nurse's portion of the premium for these benefits must be paid when due.
- (f) FMLA may be taken on an intermittent basis or to reduce a normal work schedule if certified as medically necessary. If this is done, the nurse may be required to transfer temporarily to an alternative position.
- (g) A nurse on the return from FMLA who takes family and/or medical leave excluding discretionary family leave) pursuant to this section will be reinstated to his/her pre-leave position at the conclusion of the leave, provided the pre-leave position has not been eliminated or otherwise no longer exists (in which case the nurse shall have all rights pursuant to the provisions regarding layoff).
- (h) If a nurse fails to return from a family leave without a written agreement with the medical center for an extension, the nurse shall be considered separated from employment.
- (i) Additional seniority shall accrue during paid leave time but shall not accrue during the time that leave is unpaid.

14.7 ADDITIONAL MEDICAL LEAVE

- (a) In addition to FMLA as provided in 14.6, a nurse will be allowed six (6) additional weeks family medical leave, with reinstatement to his/her preleave position at the conclusion of the leave, provided the pre-leave position has not been eliminated or otherwise no longer exists (in which case the nurse shall have all rights pursuant to the provisions regarding layoff).
- (b) In addition to FMLA as provided in 14.6 and additional leave as provided in 14.7(a), a nurse may request an additional 12 twelve weeks medical leave, which may be granted at the discretion of the Medical Center pursuant to a written agreement). A nurse who takes a discretionary medical leave will be reinstated to his/her pre-leave position, at the conclusion of the leave, if available.
- (c) A nurse may take medical leave on an intermittent basis or to reduce a normal work schedule if certified as medically necessary. If this is done, the nurse may be required to transfer temporarily to an alternative position.
- (d) The nurse's rights upon return from a discretionary family leave shall be as agreed to in writing between the nurse and the Medical Center at the time the leave was given.
- (e) Additional seniority shall accrue during paid leave time but shall not accrue during the time that leave is unpaid.
- (f) If a nurse fails to return from a medical leave without a written agreement with the medical center for an extension, the nurse shall be considered separated from employment.

14.8 BONE MARROW LEAVE

The Medical Center shall observe all applicable state and federal statutes providing time off and compensation when a nurse is a bone marrow donor.

14.9 PERSONAL LEAVE OF ABSENCE

Nurses are eligible for a personal leave of absence in accordance with the Allina policy titled "Personal Leave of Absence", dated 1/1/07.

**ARTICLE 15. WORKER'S COMPENSATION**

- 15.1 All employee's shall be covered by the applicable Worker's Compensation Law.
- 15.2 Nurses receiving Worker's Compensation payments who have accumulated sick leave will have such compensation payments supplemented by the difference between the regular rate of pay and the amount of the compensation payments, upon the nurse's request. Any supplemental payments shall be deducted from the accumulated sick leave.

**ARTICLE 16. INSURANCE BENEFITS**

- 16.1 The Employer shall indemnify and hold harmless all employees as required by the Medical Center’s bylaws and state law for any and all costs and expenses, including settlement and judgment amounts, on account of claims which arise out of the employees’ employment with the Medical Center.
- 16.2 The Employer shall provide each Licensed Practical Nurse, who is regularly scheduled an average of forty (40) hours or more per two (2) week pay period, medical and hospitalization coverage. Coverage will begin on the first day of the month following the first day of employment. Nurses who are a 0.8 – 1.0 FTE are eligible for coverage at the “full-time” rate. Nurses who are 0.5 FTE to 0.79 FTE are eligible for coverage at the “part-time” rate.

Employees covered by this agreement are eligible for coverage at the following percentages.

	(% of Premium Paid by Employer)	
	Full-time	Part-time
<u>Allina First Plan</u>		
Employee	90%	80%
Employee + Spouse	82.5%	75%
Employee + Child	82.89%	75%
Family	84.67%	75%
 <u>Allina Select Health Savings Plan</u>		
Employee	85%	85%
Employee + Spouse	80%	80%
Employee + Child	80%	80%
Family	80%	80%

Allina Basic Health Savings Plan  
Available at non-contract subsidies

- 16.3 The Employer shall follow the applicable Federal and State statutes and regulations pertaining to insurance.
- 16.4 Licensed Practical Nurses shall be able to participate in dental insurance plans offered by the Medical Center by paying the required premiums and subject to the eligibility requirements of the plans. The employer shall pay 50% of the dental insurance plan premium for both full-time and part-time benefit eligible nurses.
- 16.5 Licensed Practical Nurses shall be eligible to participate in the Medical Center’s long-term disability insurance plan by paying the required premiums and subject to the eligibility requirements of the plan. The employer shall pay 50% of the LTD premium for both full-



time and part-time benefit eligible nurses, up to a maximum 60% benefit.

- 16.6 Licensed Practical Nurses shall be eligible to participate in the Medical Center's life insurance plan, for a face amount of coverage of \$50,000, at no cost to the employee, and subject to the eligibility requirements of the plan. The Medical Center will make available the option for the nurse to purchase additional life insurance coverage at the nurse's expense, as provided by Allina. Nurses shall be allowed to purchase life insurance for spouses and dependents, as provided, at her/his own expense.

#### **ARTICLE 17. EVALUATIONS**

- 17.1 The Medical Center shall prepare a written performance evaluation for each Licensed Practical Nurse according to facility policy. After the evaluation has been discussed with the nurse, the nurse shall sign the evaluation to indicate that it has been reviewed with him/her. A copy of the evaluation shall be made available to the employee if he/she so desires.

#### **ARTICLE 18. VACANCIES AND NEW POSITIONS**

- 18.1 Vacancies and new positions shall be designated by the Medical Center as either "hospital" or "clinic" positions and shall be posted for a period of five (5) working days prior to being filled to afford LPN's the opportunity to apply for such positions. In addition, the Medical Center will notify the lead steward of the posting via email. The Employer agrees that LPN's on staff will be considered for such positions and in the event more than one LPN applies and two or more applicants are equally qualified to fill the position, the LPN with the greatest clinic seniority will be granted the position if it is a clinic position, and if it is a hospital position, the LPN with the greatest hospital seniority will be granted the position. (If a Clinic Nurse is given a position in the hospital (or vice versa), meaning that her "home" department changes, all prior seniority from the former list shall then transfer to the new list.) For the purposes of this paragraph, a working day shall be considered as Monday through Friday.

#### **ARTICLE 19. SENIORITY AND LAYOFF PROCEDURE**

- 19.1 Seniority is hereby defined as the length of continuous service after the most recent date of employment.
- 19.2. There shall be two seniority lists for all nurses: one for Clinic Nurses and one for Hospital Nurses. Nurses shall be placed on one of the seniority lists in accordance with the number of hours the employee has been paid by the Medical Center. The Medical Center will designate each nurse as having a home department of either the hospital or clinic, and all hours worked at the Medical Center shall appear on the list as per the designation, regardless of where the hours were actually worked. The nurse with the greatest number

of paid hours shall be placed on the top of each seniority list. In reducing the number of nurses, the Medical Center will lay off the nurses with the least seniority first, by affected area (hospital or clinic). A Nurse who is laid off from a permanent position shall retain recall rights for a period of twelve (12) months from the date of layoff. A Nurse who declines recall will lose recall rights to all future positions. Nurses shall be recalled in the reverse order of layoff. The Medical Center may retain a nurse out of seniority sequence, if a more senior nurse does not have the ability to perform the required work within a reasonable period of orientation not to exceed thirty (30) days. A Nurse will be notified of recall via certified letter to their address on record with the Medical Center. A Nurse will have fifteen (15) calendar days from the date of the letter to notify the Medical Center of their acceptance of recall. Failure to respond within the fifteen (15) calendar day period will result in a loss of recall. It is the responsibility of the Nurse to keep a current address on file with the Medical Center.

- 19.3 An LPN that terminates her/his employment as an LPN but continues working for the medical Center in another capacity, and then returns to employment as a bargaining unit LPN will retain her/his previous LPN seniority hours and previous step level. All accrued vacation and sick leave will be transferred to the nurses' LPN bank. Vacation and sick accruals will be reinstated at the rate consistent with the nurses' total (contract and non-contract) seniority hours.

## **ARTICLE 20. LOW CENSUS STAFFING AND CANCELLATION OF HOURS**

- 20.1 (a) Any regularly scheduled day of work that the Employer wishes to cancel for a particular nurse is to be preceded by at least four (4) hours notification. In addition, if schedules are altered and the nurse is not made aware of the cancellation of his/her shift and reports on his/her regularly scheduled shift, he/she shall receive four (4) hours pay at his/her regular rate. A nurse may choose to take a Low Census Day (LCD) with no pay, or to go on-call if needed.
- (b) If a Clinic Nurse is assigned pre-planned low census time and is subsequently asked to work during that time with 48 or more hours' notice, he/she may decline such work but will then be required to use available paid time off benefits to replace the available hours. If the Clinic Nurse is given less than 48 hours' notice of available work (provided he/she was available to be notified), he/she may decline the work and will be considered as having low census time.
- 20.2 In the event a nurse completes his/her assignments prior to the end of the work shift, such nurse may be allowed to go home early upon receiving permission from his/her supervisor. Full-time nurses leaving early, for whatever reason, shall not suffer any loss in full-time standing with respect to their ability to earn benefits and seniority. However, part-time nurses requesting to leave early shall be credited with only those hours worked, which may affect benefit accumulation. Part-time nurses requested by the Employer to leave early shall be considered to have worked the entire shift for purposes of determining benefit accrual and seniority.

- 20.3 When reducing staff due to an unanticipated temporary fluctuation in daily patient census or because of physician absences, the following procedure shall be utilized:
- (a) The Medical Center will attempt to seek volunteers to take time off.
  - (b) If the Medical Center is unable to secure volunteers, reductions shall be made by assigning Low Census Days based on the Medical Center's most current staffing guidelines.
  - (c) If the clinic is closed for a full or partial day on Good Friday, New Year's Eve Day, or Christmas Eve Day, a nurse may choose either LCD time or be paid holiday/floating holiday/vacation time. When the clinic is closed for a full or partial day on other holidays, a part-time nurse may choose either leave without pay or be paid vacation time for hours not covered by her/his holiday benefit. Full time nurses shall use the holiday benefit.
- 20.4 A nurse's seniority and benefits shall not be affected as a result of Low Census Days.
- 20.5 Limits on Low Census Days: A nurse who has taken twenty-two (22) Low Census Days during a calendar year shall not be considered in the LCD rotation for the remainder of the year unless the nurse volunteers for additional LCD's, provided the nurse has agreed to cross-train to one other nursing department, as determined by the Medical Center. A nurse may choose to not cross-train to another department, in which case the nurse will not have a limit on the number of LCD's that may be required during the calendar year. Each nurse is responsible to document dates of Low Census Days and to notify her/his manager when twenty (20) of the twenty-two (22) LCD's have been taken. In order to avoid a delay in the protection of the LCD cap, a nurse needs to inform her/his manager after receiving thirteen (13) LCD's that she/he is interested in cross training.
- 20.6 Nurses regularly scheduled to work in the hospital and experiencing a LCD will be provided an opportunity to work in the clinic in lieu of taking a LCD contingent upon the availability of work in the clinic, as determined by the employer. Nurses regularly scheduled to work in the clinic and experiencing a LCD will be provided an opportunity to work in the hospital in lieu of taking a LCD contingent upon the availability of work in the hospital, as determined by the employer.

The respective managers will maintain a list of duties to be performed by the nurse. A nurse's first LCD shift covered by this section will be considered shadowing and shall be paid at her/his home department rate. Subsequent shifts shall be paid at the rate determined by the location of the work, i.e. hospital or clinic. Training shall commence on the second shift, and the length of training will be determined by the nurse and management.

A hospital nurse who is on-call and working in the clinic remains subject to call back and shall return to the hospital if called.

A nurse will notify her/his manager of her/his desire to participate in this cross-training in

writing, and the employer will maintain a list of nurses wanting to participate in working between the clinic and hospital in lieu of taking LCD. The nurse can terminate the agreement upon written notice to her/his respective manager.

A hospital nurse electing work in the clinic or a clinic nurse electing to work in the hospital in lieu of receiving a LCD shall be paid at the same step she/he experienced prior to the move.

## **ARTICLE 21. OCCUPATIONAL MEETINGS**

- 21.1 The Employer will encourage attendance at national and state conventions, section meetings and other meetings sponsored or co-sponsored by associations or institutions where attendance is likely to increase the competency or otherwise benefit a Licensed Practical Nurse, including the United Nurses Association, MLPNA/AFSCME, and AFSCME Council 65.
- 21.2 The Union shall periodically make recommendations to the Employer regarding meetings where attendance by Licensed Practical Nurses is desirable and may submit the names of persons who might attend.
- 21.3 At the discretion of the Employer, nurses may be given time off without loss of pay to attend such meetings and may also be reimbursed for out-of-pocket expenses incurred in such attendance.
- 21.4 All LPN related in-service training programs shall be open to all Licensed Practical Nurses wishing to attend. Release time as needed and as the Medical Center may allow will be provided and the period spent in such attendance shall not result in a loss of pay.
- 21.5 No more than six (6) members of the Union shall be allowed three (3) days off without loss of pay or time to attend the MLPNA/AFSCME conventions, provided, however, that no more than one (1) nurse from each area shall be entitled to concurrent release time unless safe staffing would permit more to attend.
  - (a) Nurses choosing to attend other conventions may request the time off and will be required to use vacation time to meet their work agreement. However, shifts requested off by a nurse for purposes of attending any other state or national convention on a weekend will not be counted as vacation weekend shifts.
- 21.6 Nurses appointed to the Board of Nursing may be granted up to four (4) days per year of unpaid time off to attend board meetings. These hours shall count toward meeting the nurse's work agreement. The granting of such leaves shall be based on the Medical Center's staffing requirements.

## **ARTICLE 22. TERMINATION OF EMPLOYMENT**

- 22.1 The Medical Center shall give a nurse two (2) weeks' notice of termination of employment or pay in lieu thereof, unless said termination is for gross misconduct. The nurse will give the Medical Center two (2) weeks' notice for termination of employment. Nurses shall not be discharged without just cause. Such nurses shall be entitled to compensation for all unused vacation.

## **ARTICLE 23. OTHER CONDITIONS**

- 23.1 The Union, through the Staff Council, may use available rooms at the facility for Union meetings. Requests for the use of meeting rooms shall be made in advance.
- 23.2 The Union shall have the right to use designated bulletin boards to announce meetings and inform its members of matters of interest.
- 23.3 The Union, upon making arrangements with Management, may use other equipment for Union activities and shall pay the Employer's cost of equipment and supplies used. Members may also use the Allina e-mail system to communicate appropriate union business.
- 23.4 The Medical Center will continue in effect its present retirement plans for employees covered by this Agreement. Any improvements in the retirement plan made for other employees shall be extended to include employees covered by this Agreement.
- 23.5 The Medical Center, either in hiring, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate because of race, color, national origin, religious affiliation, sex, marital status, participation in the grievance procedure, membership or activity on behalf of the Union, age, sexual orientation, disability, or status with regard to public assistance.
- 23.6 Any proposed changes in job description or responsibility or function shall be conditioned exclusively by patient welfare and shall be communicated in writing ninety (90) days in advance to the MLPNA/AFSCME and shall, thereafter, become the subject of negotiations. Should such negotiations result in impasse the issues at impasse shall be submitted to arbitration in conjunction with applicable statutory provisions.
- 23.7 There shall be no strike by the nurses and no lockout by the Employer during the term of this Agreement.
- 23.8 The Medical Center shall provide each nurse with a written confirmation of the nurse's employment understanding. This confirmation shall include his/her salary in increment level, including the credit assigned for prior work experience; the number of hours per payroll period for which the nurse is being employed; the shift rotation and the unit or

station to which the nurse will be assigned.

- 23.9 A nurse must work his/her work agreement averaged over the current pay period and the most recent pay period (with the exception of low census time), or use any available paid time which exceeds one week or, if no paid time is in excess of one week is available, request an unpaid leave. A part-time nurse who over a six (6) month period is consistently scheduled for or consistently works more shifts than the number confirmed in his/her work agreement, may request that such shifts be added to the work agreement, up to full-time. The Medical Center shall compare the nurse's shifts per payroll period with factors such as the number of concurrent leaves of absence, census, and acuity trends, and viability of resultant unfilled positions. If the request for status change appears reasonable, the Medical Center will increase the nurse's confirmed work agreement.
- 23.10 A nurse may choose to take vacation, holiday, or a day without pay if the nurse is unable to report to work due to snow. If the Clinic closes due to snow, a Clinic nurse has these same choices for the snow day.
- 23.11 The Medical Center will copy all notifications sent to the AFSCME Business Agent to the chief steward or other person designated by the union. It is the union's responsibility to notify the Medical Center to whom the notification should be sent.

#### **ARTICLE 24. TERM OF AGREEMENT**

- 24.1 This contract shall be in full force and effect from **January 1, 2018** through **December 31, 2020**. If either party desires to modify or terminate this Agreement, it shall give written notice of termination at least ninety (90) days prior to the termination date. If neither party shall give the notice as herein described, this Agreement shall continue in effect from year to year thereafter subject to written notice of modification or termination, by either party, at least ninety (90) days prior to the current year's termination date.
- 24.2 The Employer agrees that all conditions of employment relating to hours of work, wages, overtime differentials, general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement.
- 24.3 The parties agree that Supplemental Agreements involving matters not covered herein may be attached hereto and made a part of the entire Agreement.
- 24.4 The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement or Supplements thereto conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, state or federal, now in effect or passed in the future.

24.5 This Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15<sup>th</sup> day of FEBRUARY, 2018

**ALLINA HEALTH  
NEW ULM MEDICAL CENTER**

Name J. Eubank  
Title Director of Patient Care  
Date 2/15/18

Name Shari Aunk  
Title Patient Care Manager  
Date 2/15/18

Name M. St.  
Title Specialty Clinic Manager  
Date 2/15/18

Name Katie Slette  
Title HR Director  
Date 2/15/18

Name Tom Frein  
Title President  
Date 2/15/18

Name Sandra Francis  
Title Human Resources Director  
Date 2/9/18

**MINNESOTA LICENCED  
PRACTICAL NURSES  
ASSOCIATION/AFSCME**

Name Alma Tauer  
Title Staff Rep  
Date 2/15/18

Name Lyndi Turjan  
Title Labor Rep.  
Date 2/15/18

Name Nicole Mene  
Title LPN  
Date 2/15/18

Name Christy Anderson  
Title LPN  
Date 2-15-18

Name Leidy Green  
Title LPN  
Date 2/15/18

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**SALARY CHART – LICENSED PRACTICAL NURSES**

Hospital LPNs	1/1/2018	1/1/2019	1/1/2020
		2.00%	2.00%
Start	\$18.59	\$18.97	\$19.35
1 year	\$19.08	\$19.47	\$19.86
2 years	\$19.62	\$20.02	\$20.42
3 years	\$20.24	\$20.64	\$21.05
4 years	\$20.83	\$21.24	\$21.67
5 years	\$21.50	\$21.93	\$22.37
7 years	\$22.07	\$22.51	\$22.96
10 years	\$22.88	\$23.34	\$23.80
12 years	\$23.12	\$23.59	\$24.06
15 years	\$23.42	\$23.89	\$24.37
20 years	\$24.00	\$24.48	\$24.97
25 years	\$24.61	\$25.10	\$25.61

Clinic LPNs	1/1/2018	1/1/2019	1/1/2020
		4.00%	2.00%
Start	\$17.68	\$18.03	\$18.39
1 year	\$18.21	\$18.57	\$18.95
2 years	\$18.76	\$19.14	\$19.52
3 years	\$19.32	\$19.71	\$20.10
4 years	\$19.91	\$20.30	\$20.71
5 years	\$20.50	\$20.91	\$21.33
7 years	\$21.11	\$21.53	\$21.96
10 years	\$21.95	\$22.39	\$22.84
12 years	\$22.34	\$22.79	\$23.24
15 years	\$22.73	\$23.19	\$23.65
20 years	\$23.13	\$23.59	\$24.06
25 years	\$23.54	\$24.01	\$24.49

Step increments are based on multiples of 2,080 hours (1 year = 2,080 hours)



February 12, 2019

**Sent Via E-mail:**

Keith Ferrington [kferrington@afscme65.org](mailto:kferrington@afscme65.org)  
 AFSCME Council 65  
 P.O. Box 92  
 St. Peter MN 56082

Re: LPN Wage Rates

Dear Keith,

As per our discussion this morning, Allina Health has been assessing LPN wage rates across our system in light of the regional and Metro markets. We have determined that it would be appropriate to adjust wage rates for LPNs in New Ulm as follows in 2019 and 2020:

**HOSPITAL**

Years	3-1-19 Increase	1-1-20 Increase	3-1-19 Hrly Rate	1-1-20 Hrly Rate
Start	6.5%	3.8%	\$ 20.20	\$ 20.96
1	4.5%	5.8%	\$ 20.35	\$ 21.53
2	3.0%	7.2%	\$ 20.62	\$ 22.11
3	2.5%	7.3%	\$ 21.16	\$ 22.71
4	2.0%	7.6%	\$ 21.66	\$ 23.32
5	2.0%	7.1%	\$ 22.37	\$ 23.95
7	1.5%	7.4%	\$ 22.85	\$ 24.55
10	1.5%	6.2%	\$ 23.69	\$ 25.16
12	1.5%	7.7%	\$ 23.94	\$ 25.79
15	1.5%	9.0%	\$ 24.25	\$ 26.43
20	1.5%	9.0%	\$ 24.85	\$ 27.09
25	4.0%	6.4%	\$ 26.10	\$ 27.77

**CLINIC**

Years	3-1-19 Increase	1-1-20 Increase	3-1-19 Hrly Rate	1-1-20 Hrly Rate
Start	6.5%	5.0%	\$ 19.20	\$ 20.17
1	4.5%	6.5%	\$ 19.41	\$ 20.68
2	3.0%	7.5%	\$ 19.71	\$ 21.19
3	2.5%	7.5%	\$ 20.20	\$ 21.72

4	2.0%	7.5%	\$ 20.71	\$ 22.27
5	2.0%	7.0%	\$ 21.33	\$ 22.82
7	1.5%	8.7%	\$ 21.85	\$ 23.75
10	1.5%	7.3%	\$ 22.73	\$ 24.38
12	1.5%	8.0%	\$ 23.13	\$ 24.99
15	1.5%	8.8%	\$ 23.54	\$ 25.60
20	1.5%	9.1%	\$ 23.94	\$ 26.11
25	4.0%	6.7%	\$ 24.97	\$ 26.64

We propose that the parties enter into an LOU replacing the Salary Chart wage rates with the above effective March 1, 2019. Please let me know if the union is agreeable. I can be reached at (612) 262-5020 or at [timothy.ewald@allina.com](mailto:timothy.ewald@allina.com). Thank you for your attention and I look forward to hearing from you.

Sincerely,



*Tim Ewald*  
SESPINZA

Timothy J. Ewald  
Labor Relations Counsel

cc: Tim Kohls, VP of Labor Relations, Allina Health (via email)  
Katie Slette, Director of HR, NUMC (via email)  
Deb Tauer, Steward, NUMC (via email)

**LETTER OF UNDERSTANDING**

**between**

**NEW ULM MEDICAL CENTER**

**and**

**AFSCME COUNCIL 65**

**SUBJECT: Springfield and Lamberton Clinics**

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New Ulm Medical Center and AFSCME Council 65 have agreed to include LPNs based in the Springfield and Lamberton clinics in the bargaining unit.

Except as described in paragraphs 1 through 3 below, the collective bargaining agreement will apply to the LPNs based in the Springfield and Lamberton.

1. Section 18.1 of the collective bargaining agreement will not apply for hiring the initial complement of employees. LPNs who previously worked at the Springfield or Lamberton clinics under prior ownership or who applied for positions at the Springfield or Lamberton clinics prior to February 13, 2020 will have priority for those positions over bargaining unit employees who subsequently apply. The union recognizes that those employees may have been or may be provided with up to 40 hours of PTO, which will be converted to vacation time on the effective date of this letter of understanding.
2. LPNs hired before the effective date of this letter of understanding will be considered to be full-time if their FTE at the time of hire is 0.75 or higher. Employees will maintain this full-time status for as long as they maintain that FTE. If the employee increases or decreases her or his FTE, the employee's full-time or part-time status will be determined in accordance with Sections 8.2 and 8.3 of the collective bargaining agreement.
3. For purposes of Section 16.2, LPNs hired before the effective date of this letter of understanding will be considered to be full-time if their FTE at the time of hire is 0.75 or higher. Employees will maintain this full-time status for the health insurance premium subsidy for as long as they maintain that FTE. If the employee increases or decreases her or his FTE, the employee's full-time or part-time status for health insurance will be determined in accordance with Sections 16.2 of the collective bargaining agreement.
4. LPNs will accrue bargaining unit seniority beginning their first day of work at the Springfield or Lamberton clinics. Those employees who come from outside the bargaining


unit will begin employment with zero seniority hours. If a current bargaining unit employee takes a position at the Springfield or Lambertson clinics will maintain any seniority they have accrued in the bargaining unit.

Additionally, all clinic LPNs in the bargaining unit will be assigned a primary location. However, the Medical Center reserves the right to schedule LPNs to work at other locations or float nurses to other locations based on patient care and business needs.

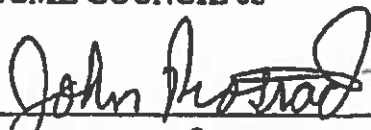
Terms and conditions of employment not described in the collective bargaining agreement or this letter of understanding will follow Allina Health policies and procedures as determined by Allina Health from time to time.

AGREED TO:


NEW ULM MEDICAL CENTER

By   
Its President  
Dated 2-28-2020

AFSCME COUNCIL 65

By   
Its Labor Representative  
Dated 2/25/2020

ALLINA LABOR RELATIONS

By   
Its VP, Labor Relations  
Dated 2-28-2020