

**AGREEMENT**

**BY AND BETWEEN**

**BOUNDARY WATERS CARE CENTER,**

**ELY, MINNESOTA**

**AND**

**AFSCME**

**LPN**

**LOCAL UNION #105**

**July 1, 2016 – June 30, 2019**

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Responsibility to substantiate prior experience rests with the new nurse. Written verification is required. The new wage rate will go into effect at the beginning of the pay period following receipt of the experience verification.

- E. New employees shall be considered probationary employees for the first 480 hours of their employment. Such probationary period may be extended upon mutual agreement between the Facility and Union. All probationary employees shall participate in an orientation and instruction program designed to acquaint them with distinctive facility procedures and techniques, and to familiarize and commission them with definite duties and responsibilities. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority, sick pay and vacation pay accruals dating from the commencement of current employment.
- F. Representatives of the Union shall have the opportunity to speak to all newly hired employees during their orientation period. This shall be done on the representative's non-working time and shall be limited to fifteen (15) minutes.
- G. Longevity – Effective 10/1/11, LPNs with thirty (30) years (62,400 hours) of service shall receive an additional \$1.00 per hour. This section shall sunset and cease to exist on 6/30/2013.
- T. A nurse who provides training to an employee outside the LPN bargaining unit shall be paid a training differential of \$0.75 per hour for hours spent performing such training. (A nurse shall not be eligible for this premium pay for hours spent training a bargaining unit LPN.)

#### 4. PART-TIME LPN's

- A. A part-time LPN shall enjoy the same relief and night shift payment as set forth herein for full time LPN's.
- B. A part-time nurse who works on a holiday shall be paid one and one-half times (1.5) his/her regular rate of pay for all hours worked on the holiday.
- C. Salary increments as described in Section 3 on the basis of credit for one (1) years service for each 2080 hours on duty.
- D. An LPN will be entitled to sick leave consistent with PTO.

#### 5. HOLIDAYS

- A. Full-time employees will be granted the following eight (8) holidays with pay:

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

- B. If a full-time LPN works on a holiday, they shall be paid one and one-half (1 1/2) times their rate of pay and shall also be given one (1) day off with pay within a thirty (30) day period









D. Parental Leave

All employees shall be granted up to six (6) months leave time for parental leave, during which time employees shall continue to accumulate seniority, but only for the purpose of layoff, returning to work, and the filling vacancies. Extension of leave time, if necessary because of health reasons, may be granted. Requests shall be in writing on the appropriate form to the Administrator, at the earliest opportunity, after the employee has knowledge such request is necessary. Parental leave means leave in conjunction with the birth or adoption of a child of the employee.

E. School-Related Activities Leave

The Employer shall grant an employee unpaid time off of up to a total of sixteen (16) hours during any school year to attend school related activities related to the employee's child, provided the school related activities cannot be scheduled during non-work hours. 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 operation of the Employer. An employee may elect to substitute accrued paid time off or other appropriate paid leave for this purpose. Such PTO leave must be taken in increments of one (1) hour.

F. Bereavement Leave

Three (3) days absence without loss of pay shall be allowed an employee in the event of death of a member of the employee's immediate family, namely: spouse, son, daughter, step-children, father, mother, step-parent, sister, brother, mother-in-law, and father-in-law. One (1) day with pay and two (2) days absence without pay shall be allowed in the event of death of an employee's grandparents or grandchildren. The three (3) days off shall be paid for only those days in which they were schedule to work during the approved bereavement leave period.

An employee required to travel a distance of more than five hundred (500) miles to attend a funeral or memorial service for a member of their immediate family, as described above shall be granted, upon request up to two (2) additional unpaid days off the schedule.

G. Jury Duty

If an employee is selected to serve on jury duty, the employee will provide the Employer a copy of the notification as soon as possible after receiving notification. The employee will be paid at his/her regular hourly wage for all scheduled hours missed due to jury duty up to a maximum of 120 hours. The employee will turn into the Employer the amount of jury duty pay received for scheduled hours missed. Pay received for mileage allowance shall not be considered as part of the jury duty pay to be submitted to the Employer.

H. Extended Leave

Upon exhaustion of PTO an extended leave of absence may be granted upon approval of the employer, the union shall be notified of such leave.

I. Job Related Injury

An employee who is on a disability leave of absence due to a job-related injury will continue to earn seniority hours for all purposes during the leave of absence.

J. Leave of Absence Approval

All leaves of absence shall be requested in writing and be approved by the Department Director and Administrator.

## 9. INSURANCE PROGRAM

A. Health Insurance

Eligible employees will be given the opportunity to purchase Health Insurance. In the event that the Employer desires or intends to increase the deductible above \$1000 or increase the co-pays above \$40, the Employer shall provide the Union representative and union steward with notice. If the Union desires to meet regarding such notice, it shall notify the Employer of this fact within two business days of such notice and be available to meet within 7 calendar days of such notice; the Union's failure to satisfy this condition shall constitute a waiver. For the monthly single premium, the Employer shall pay the greater of (a) \$300.00, or (b) forty-five percent (45%) of the premium for the employee set by the insurer. Family coverage will not be offered. Coverage for eligible employees will commence on the applicable date as provided by the terms of the plan.

B. Life Insurance

The Employer shall provide an employer-paid life insurance benefit to eligible employees in accordance with the following. Employees regularly scheduled to work at least sixty (60) hours per two-week pay period will have a \$10,000 life insurance benefit. Employees regularly scheduled to work between 40 and 59.9 hours per two-week pay period will have a \$5,000 life insurance benefit. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the selected plan, and shall be subject to the plan's eligibility requirements.

C. Long Term Disability Insurance

The Employer shall provide at no cost to the employees working an average of sixty-four (64) hours or more per pay period a long-term disability program. Basic provisions of the plan shall include:

1. Covered employees shall receive fifty percent (50%) of monthly compensation benefit is based on the current average monthly earnings per the plan document.
2. Benefits shall be payable in the event of an employee's disability as defined in the insurance contract providing the benefits. Benefits shall be payable to age sixty-five (65) or in some cases greater.
3. Benefit payments will commence after a qualifying period of three (3) months.







Services. Any cost for the list of arbitrators will be paid by the party demanding arbitration. The parties shall alternately strike names from the list, and the remaining person will be the arbitrator selected to hear the grievance. If the parties are unable to agree on who shall strike the first name, the question will be decided by the flip of a coin.

- e. Any of the time limits described in this Article may be waived by mutual written agreement.

Duly authorized representatives of the Union shall have the right to accompany the union grievance committee, not to exceed three (3) at all times in the discussion of adjustment of grievances. All members of the Unions grievance committee shall be permitted to perform such functions without loss of pay.

5. Cost of Arbitrator

The cost of the arbitration shall be divided equally between both parties.

6. Authority of Arbitrator

- a. The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify the terms and provisions of this Agreement. The award of the arbitrator shall be final and binding upon the Union, Employer and the employees.
  - b. The Union and Facility agree that it is in the best interest of both parties to have a timely settlement. The parties agree to work with the arbitrator in attempting to expedite the writing of post hearing briefs and the time period needed by the arbitrator.
8. The time limits set forth herein relating to the time for filing a grievance, or the referral for arbitration shall be mandatory. Failure by the union to follow the said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. If the facility or the union fails to answer within the required time limits, the disposition of the grievance will be implemented consistent with the position of the party who last timely answered.
9. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term. There are no understandings, letters or practices which are binding upon or obligate either party unless attached hereto.
10. Discipline that is necessary will be corrective rather than punitive and will be based upon verbal warning(s) followed by written warning(s) prior to the implementation of any suspension or discharge. The above shall not apply in cases of gross misconduct. Employees









**Schedule A**

	Effective on the first day of the first full pay period on or after July 1, 2016 0.5%	Effective on the first day of the first full pay period on or after July 1, 2017 3%	Effective on the first day of the first full pay period on or after July 1, 2018 2%
START	\$16.64	\$17.14	\$17.48
1 Year (2080 Hrs.)	\$17.34	\$17.86	\$18.22
2 Years (4160 Hrs.)	\$17.65	\$18.18	\$18.54
3 Years (6240 Hrs.)	\$17.98	\$18.52	\$18.89
4 Years (8320 Hrs.)	\$18.23	\$18.78	\$19.16
5 Years (10400 Hrs.)	\$18.57	\$19.13	\$19.51
6 Years (12480 Hrs.)	\$18.77	\$19.33	\$19.72
7 Years (14560 Hrs.)	\$19.01	\$19.58	\$19.97
8 Years (16640 Hrs.)	\$19.26	\$19.84	\$20.24
9 Years (18720 Hrs.)	\$19.62	\$20.21	\$20.61
10 Years (20800 Hrs.)	\$19.96	\$20.56	\$20.97

LPNs shall be placed on the foregoing schedule on the basis of accumulated paid hours with the Facility since the most recent date of hire.





Supervisor. The employee will be given an opportunity to explain the suspicious behavior and the explanation will also be documented.

1. Once it has been determined there is reasonable suspicion that an employee is under the influence of drugs or alcohol, a drug test may be requested or required, Union representation will be offered to the employee at that time. The union representative may be present, provided it doesn't unreasonably delay testing.

During business hours Monday-Friday – The supervisor, administrative representative, or HR Director will provide a copy of this policy to the employee and will then have him/her complete the Testing Consent form. The supervisor, administrative representative, or HR Director will then ask the employee to accompany him/her to the clinic laboratory for immediate urine and/or blood draws.

After business hours and on weekends, the administrative person on call will be instructed to report to the hospital, and will follow the above procedure. The dincemployed physician available for emergency services will be contacted for immediate urine and/or blood draws.

2. Upon completion of the Testing Consent form on which the employee acknowledges that he/she has seen this policy, collection of blood and urine specimens are ensured of proper chain of custody and sent to a licensed laboratory not affiliated with the employer.
  3. An employee may refuse their Employer's request to take a drug and/or alcohol test, but refusal may result in discipline which will conform with the employer's policy and current collective bargaining agreement, if applicable, up to and including the employee's dismissal from employment. Any such adverse personnel action will be based upon the reasonable suspicion of being under the influence of drugs and/or alcohol and not solely upon refusal to undergo testing.
  4. An employee who is reasonably suspected of being under the influence of drugs or alcohol will not be allowed to work and will, after furnishing blood and urine specimens, be sent home on a non-disciplinary paid leave pending results of the drug and alcohol test. The duration of the paid leave will not extend beyond three (3) days after receipt of the test results. The employee will be reinstated with back pay and benefits if the result of the confirmatory test or requested confirmatory retest is negative.
  5. When an employee is sent home, the Department Director, Manager or Supervisor will take reasonable precaution to ensure the employee's safe return from the workplace to the employee's home.
- C. Within three (3) working days after receipt of a test report from the testing laboratory, the Human Resources Department shall inform the employee in writing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test, and of his/her right to request and receive a copy of the test result

- D. In the case of a positive test result on a confirmatory test, the employee may also submit, within three (3) working days, additional information (such as any over-the-counter or prescription medications that he/she is currently taking or has recently taken) which could explain the test result, and may request a confirmatory retest of the original sample. If the employee believes there are extenuating circumstances that affected the test results, a review of those facts will be conducted by the Medical Director, Department of Occupational Medicine, Duluth Clinic. In order to obtain a confirmatory retest the employee must, within five (5) working days after notice of the confirmatory test result, notify the Employer in writing of his/her intention to obtain a confirmatory retest. The Employer will then take appropriate steps to arrange for the retest. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee.

If the original test, the confirmatory test and, if requested, the confirmatory retest are all positive, the employee will be referred to a resource agency which is competent to perform assessments and to provide referrals. Employees, at their option and expense, may choose their individual resource. Generally, the resource representative will then confer with Human Resources and recommend a program of care and/or treatment for the employee.

- E. Any adverse action taken by the employer against an employee based upon a positive result of a test and a confirmatory test conducted for reasonable suspicion will be in accordance with the employer's policy and current collective bargaining agreement, if applicable, on discipline. Action taken, depending on the individual circumstances, may be a warning, suspension, or discharge. Any such adverse action will be based upon the employee's detrimental behavior and not on the condition of chemical impairment. However, the Employer will not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on the Employer's drug or alcohol test unless the employee was given an opportunity to participate in a drug or alcohol counseling or rehabilitation program, and that employee either refused to participate or failed to successfully complete such a program.

Personnel action taken as a result of a positive test result will be subject to any appeal or grievance procedures applicable to the employee's position.

- F. After successful completion of a drug rehabilitation program, the employee may be subject to random drug screens for a period of time to be determined by the resource agency, not to exceed two (2) years.

Any employee who has completed a drug or alcohol rehabilitation program must be cleared through the resource agency and Human Resources before returning to work. Proper documentation must be submitted to validate successful completion of such a program.

- G. The fact that an employee has been requested to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or drug testing process shall be treated in the same fashion as other confidential employee information. This information will be communicated to individuals inside or outside EBCH&NH without the employee's consent on a need-to-know basis.

However, evidence of a positive test result on a confirmatory test may be:



**Letter of Understanding**

During the parties' 2016 negotiations, the parties reached the following agreement.

The Employer will make retention bonus payments to bargaining unit LPNs Laura Whitebean, Jessica Macho, and Destinee Nelson in the following amounts and in accordance with the following schedule, subject to the conditions set forth below:

<i>Scheduled Pay Date</i>	<i>Amount</i>
No later than second payday after ratification	\$1000
Last payday in January of 2017	\$1000
Last payday in February of 2017	\$500

In each case, the retention bonus amount shall be subject to all normal and required withholding for federal, state, and FICA tax purposes, and subject to applicable withholding required by federal, state, or local law and/or by court order.

In order to qualify for each respective payment, it must be the case that the named LPN is employed by the Employer as a bargaining unit LPN on the relevant Scheduled Pay Date.

BOUNDARY WATERS CARE CENTER

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
UNION, LOCAL #105

By: *A. Masloski*  
Title: *Executive Director*  
Date: *4/6/17*

By: *Destinee Nelson*  
Title: *LPN*  
Date: *4/6/17*

By: *Jessica Macho*  
Title: *Staff*  
Date: *4-6-17*



**BOUNDARY WATERS CARE CENTER  
INTERNAL POOL PROGRAM ELECTION**

I, \_\_\_\_\_ have read and understand the internal pool being offered at Boundary Waters Care Center. I am choosing to work as an internal pool employee. By making this election I am agreeing to all the conditions as outlined in the internal pool program and voluntarily elect this employment status.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date

**BOUNDARY WATERS CARE CENTER  
LPN INTERNAL POOL PROGRAM**

	<b>INTERNAL POOL</b>
<b>RATE OF PAY</b>	\$20.50 / HOUR
<b>PTO</b>	NOT ELIGIBLE
<b>SICK TIME</b>	NOT ELIGIBLE
<b>HOILDAY PAY</b>	NOT ELIGIBLE
<b>OVERTIME</b>	Paid at time and one half for all hours worked over 40 per week
<b>PENSION</b>	NOT ELIGIBLE
<b>FUNERAL LEAVE</b>	NOT ELIGIBLE/NOT PAID
<b>JURY DUTY</b>	NOT ELIGIBLE/NOT PAID
<b>HEALTH INSURANCE</b>	NOT ELIGIBLE
<b>LIFE INSURANCE</b>	NOT ELIGIBLE
<b>DISABILITY INSURANCE</b>	NOT ELIGIBLE
<b>BONUS PROGRAMS</b>	NOT ELIGIBLE
<b>SAFETY INCENTIVE AWARDS</b>	NOT ELIGIBLE
<b>INSERVICE/MEETING PAY</b>	Paid at starting wage rate for LPN per facility wage scale.

***SPECIAL NOTICE TO EXISTING STAFF ELECTING POOL STATUS***

- PTO time accrued, but unused, would remain available for use at your previous rate of pay for 6 months following enrolling into the internal pool program. PTO unused after 6 months would be forfeited.
- Staff electing to convert from pool staff back to a regular scheduled position would be considered a new employee. Staff may apply for an open position with the wage rate based upon experience per current wage scale. All benefit programs would begin at the new employee level.