

Agreement Between

Cook Hospital

And

**AFSCME COUNCIL 65
LOCAL UNION #105**

(Licensed Practical Nurses)

January 1, 2016 to December 31, 2018

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Agreement Between
Cook Hospital and C&NC Unit
And the
AFSCME/Minnesota Licensed Practical Nurses Association
Local Union #105

THIS AGREEMENT is entered into effective the 1st day of January, 2016, or as otherwise specifically provided herein only in regard to employees employed by the Employer on the date this Agreement is signed by both parties or hired thereafter, by and between the Cook Hospital, Cook Minnesota, hereinafter called the "Employer" and the AFSCME/Minnesota Licensed Practical Nurses Local #105, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The Hospital hereby recognizes the AFSCME Minnesota Council 65, as the exclusive representative, as defined in the Labor Relations Act of the State of Minnesota, for a unit consisting of all Licensed Practical nurse employees and excluding all other employees.

ARTICLE 2 - SECURITY AND DUES DEDUCTION

Section 1

- A. All LPNs covered by this Agreement who were in the employ of the Hospital prior to July 1, 2004 shall, as a condition of employment, become member of the Union and shall remain members in good standing for the duration of this Agreement. Each new LPN who is employed on or after July 1, 2004 shall, as a condition of employment, be required to join the Union after the successful completion of her/his probationary period or pay the required fair share fee.
- B. It shall be understood that only upon the Employer receiving a signed authorized payroll deduction card, the Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved employee authorized deductions, established by the Union from the wages of all employees. The Employer shall remit such deductions to AFSCME Council 65 Administrative office with a list of the names of the employees from whose wage deductions were made along with other pertinent employee information necessary for the collection and administration of the Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2

The Employer may only terminate deductions from the employees' wages upon the employee giving the Employer and the Local Union 3459 President written authorization, not less than thirty (30) days prior to revocation of the check off authorization, and pursuant to the terms of the check off authorization. At that time, the Employer will discontinue further deductions.

Section 3

The Union may collect an Agency/Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect, 179A.06. Subd. 3. In the event an employee does not have a valid check-off authorization in effect, it is the employee's responsibility to remit Union dues or Agency/Fair Share Fees directly to AFSCME Council 65. The parties recognize that if an employee fails to remit Union dues or Agency/Fair Share Fees to the Union, upon request of the Union the employee will be terminated from employment.

The Hospital will furnish the Local Union #105 Chapter Chair with a complete listing of all LPNs employed within thirty (30) days of the effective date of this Agreement and thereafter will furnish a monthly list of LPNs who, in the previous month, have been hired, terminated, or placed on leaves of absence.

ARTICLE 3 – LABOR MANAGEMENT

The facility and the Union agree that there are mutual interests which need to be addressed in order to improve organizational effectiveness, enhance job satisfaction and improve job security. The facility and the Union agree to maintain a labor Management committee.

The scope of the Labor Management Committee and ground rules will be determined by consensus of both parties.

- A. In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible labor relations participation, Labor Management Meetings may be held at the request of either party to exchange ideas and information, and together explore and discuss situations and subjects of interest and concern.
- B. Such meetings shall be between the officers of LPN Local #105, AFSCME Council 65 Representatives, and representatives of the Hospital.
- C. Arrangements for such Labor Management Meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the

time the conference is requested. Matters to be taken up in Labor Management Meetings shall be confined to those included in the agenda.

- D. Special or Requested Labor Management Meetings shall be scheduled within (10) days after the request is made.
- E. Any agreements reached in a Labor Management Meeting shall apply to all employees in the bargaining unit who are affected by the agreement and shall be reduced to writing and signed by the parties.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. A grievance is defined as a written complaint alleging there has been a violation, misinterpretation, or misapplication of any condition of employment contained in the Agreement; or any rule, policy, or regulation of the Employer; or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of a past practice. The Employer will attempt to adjust all grievances that may arise by virtue of this Agreement or otherwise in the following manner:

Authorized representatives of the Union shall have the right to accompany the employee at all times in the discussion and adjustment of grievances.

LEVEL ONE — First, an effort shall be made to adjust the grievance between Union Representative and the department head. No grievance will be considered unless it is filed within fifteen (15) days after the incident of the grievance. No grievance will be considered unless it is filed within fifteen (15) days after the occurrence that gave rise to the grievance or within fifteen (15) calendar days of when the employee or union first had knowledge of the occurrence, whichever event occurs first.

LEVEL TWO — In the event no settlement is reached in level one, the Union may appeal the grievance to the Administrator, within fifteen (15) calendar days. The Administrator or designee shall discuss the matter and attempt to settle it with the grievant (s) and the Union Representative. If there is a resolution to the grievance, the Administrator or designee shall provide a written answer to the grievant and Union Representative within fifteen (15) calendar days after the conclusion of the level two meetings.

LEVEL THREE — If the grievance is not resolved in Level 2, either party may petition the State Bureau of Mediation Services requesting grievance mediation within 15 days following receipt of the Administrator's (or designee's) Level 2 written response to the grievant.

B. ARBITRATION

If the grievance is not resolved at level 1, 2 or 3, the matter may be referred to Grievance Arbitration. A demand for Grievance Arbitration shall be in writing and submitted to the

other party within fifteen (15) calendar days following receipt of the Administrator's (or designee's) Level 2 written response to the Union Representative, or in the event of Grievance Mediation, no later than fifteen (15) calendar days after the conclusion of Grievance Mediation. The arbitrator shall be selected from a list of seven (7) qualified arbitrators requested from the State Bureau of Mediations Services. The parties shall select the Arbitrator by alternately-striking names from the panel and the remaining name will be the Arbitrator selected to decide the case. If the parties are unable to determine who strikes the first name, the question will be decided by the flip of the coin.

The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement. The Arbitrator shall not have authority to add to, amend, or modify in any way the provisions of this Agreement.

The decision or award of said Arbitrator shall be final and binding upon the parties. The fees and expenses of the neutral Arbitrator shall be divided equally between the Employer and the Union.

C. TIME LIMITS

The time limits or levels of the grievance procedure may be modified upon a mutual written agreement of both parties.

ARTICLE 5 — MAINTENANCE OF DISCIPLINE

- A. Discipline that is necessary will be of a corrective nature rather than punitive, and will ordinarily be based on verbal warnings followed by a written warning before any penalty is assigned. However, the Hospital reserves the right to decide, in all cases, whether and to what extent disciplinary action will be imposed. Termination may result from the first incident if the Hospital believes that such action is warranted under the circumstances. The decision as to the form of discipline, which is at the sole discretion of the Hospital, will be based upon the nature and severity of the conduct, the employee's work record and all other relevant considerations.
- B. Individual disciplinary penalties, including discharge, shall be for just cause and may become a subject for the grievance procedure.
- C. The Employer agrees upon the discharge or suspension of any employee to promptly notify, in writing, the AFSCME Minnesota Council 65 Staff Representative of the reasons for the discharge or suspension.
- D. Upon notification to the Union per Section C, if the decision to suspend or discharge is not satisfactory to the Union, the matter may be referred to the grievance procedure.
- E. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications and advising the employee of the right to appeal.

ARTICLE 6 — STATUS OF THE LICENSED PRACTICAL NURSE

- A. The Licensed Practical Nurse is not only responsible for high quality nursing care under the direction of the RN, but also performs certain functions independently. For the assumption of these responsibilities and sharing of duties parallel to duties exercised by the Registered Nurse, the Licensed Practical Nurse shall be classified apart from non-licensed auxiliary nursing personnel.
- B. The Employer shall staff so that the Licensed Practical Nurse may be utilized to render bedside nursing care, perform the functions, and exercise the skills her/his occupational training has provided.
- C. Any proposed change in job description, responsibility, or function shall be conditioned by patient welfare and shall be communicated in writing ninety (90) days in advance to the AFSCME Minnesota Council 65 Staff Representative with a copy to the Local Union Chairperson, and shall thereafter become the subject of negotiations.
- D. The facility shall not undermine the Union nor discriminate against any members, nor shall any nurses suffer a change of assignments or responsibilities as a result of work performed by any current or newly hired employees in other classifications.

ARTICLE 7 — EMPLOYEE DEFINITIONS

- A. Full-Time - Licensed Practical Nurses who are regularly scheduled to work at least sixty-four (64) hours per pay period shall be classified as full-time employees.
- B. Part-Time - Licensed Practical Nurses who are regularly scheduled to work less than sixty-four (64) hours per pay period shall be classified regular part-time employees. However, a part-time nurse, who averages sixty-four (64) hours or more per pay period for a period of six (6) months, shall be granted full-time benefits. Should the average hours worked drop below sixty-four (64) hours per pay period over a six (6) month period, the nurse shall revert to his/her previous level of benefits. Provided however, in the event sufficient hours remain available so as to enable routine scheduling of a full-time position for a period of twelve (12) consecutive months, Management will review and determine if a full-time position should be posted in accordance with the posting procedures of this Agreement. Part-time nurses shall be allowed to work the extra shifts up to sixty-four (64) hours per pay period before casual employees are utilized.
- C. Casual - A casual employee is a member of the bargaining unit and scheduled on an as needed basis. Casual employees may be called and scheduled for dates and shifts, which include weekends as needed. In order for an employee to maintain their casual status at Cook Hospital, he/she must be scheduled or agree to work a minimum of four (4) shifts per calendar quarter, at least two (2) of the four (4) shifts must be a weekend as defined in the contract. In the event that staffing levels do not allow such scheduling or giving the casual the opportunity to pick up shifts as required, a Nurse will be required to

maintain and demonstrate their competencies in order to maintain their status on the casual roles of the facility.

D. Probationary Nurses:

Probationary nurses are those full-time licensed practical nurses who have been employed at Employer but have not completed their probationary period of five hundred twenty (520) hours of regular, continuous employment and part-time licensed practical nurses who have been continuously employed for six (6) months or less.

- 1) The employment of a probationary licensed practical nurse may be terminated at any time for any reason at the sole discretion of Employer. Such probationary employee shall not have recourse through the grievance procedure.
- 2) A probationary licensed practical nurse shall not be entitled to utilize Paid Time Off (PTO)/Extended Illness Bank (EIB) during the probationary period. Upon satisfactory completion of the probationary period, she/he shall be credited with PTO/EIB accruals dating from the commencement of his/her current employment. Licensed Practical Nurses will be eligible to utilize PTO benefits upon successful completion of the probationary period. Licensed Practical Nurses will be eligible to utilize EIB benefits upon completion of six (6) months consecutive employment.
- 3) Prior to completion of the initial probationary period the Employer will complete a probationary evaluation for the purpose of determining continued employment.
- 4) The Employer, in its sole discretion, may extend the probationary period by thirty (30) days. The Employer will notify the LPN in writing of such extension prior to the end of the initial probationary period. The LPN may notify his/her union representative of such extension.
- 5) Hours worked during the probationary period shall be credited to the LPN, for the purpose of computing all benefits and entitlements based on hours of service.
- 6) Upon successful completion of ninety (90) days of continuous employment, the LPN is eligible for the group health insurance benefit in accordance with his/her full-time or part-time status.

E. Orientation:

The Employer and the Union agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred employee will enhance the quality of patient care.

- 1) Length of orientation shall be determined by the Employer based on the licensed practical nurse's experience, specific competencies and other factors which the

Employer, in its sole discretion, deems necessary and appropriate to the proper and timely orientation of the nurse.

- 2) When feasible, orientation usually will be conducted by the same person(s).

ARTICLE 8 - SALARIES AND SCHEDULING

- A. The parties agree that the hourly wage schedule for a Licensed Practical Nurse in the bargaining unit shall be as set forth in Schedule A attached hereto and made a part of this Agreement.
- B. Each Licensed Practical Nurse shall be placed on the salary schedule on the basis of the number of months or years of her/his employment, except that leaves of absence for more than thirty (30) days shall not be counted as time for the purposes of this paragraph. Nurses will advance to the next step on the salary schedule upon completion of each 2080 hours of employment with the facility.
- C. Upon employment by the Cook Hospital and Nursing Home of an LPN who has had prior experience as a Licensed Practical Nurse (at another facility) shall be given credit on the salary schedule for one-half (1/2) of her/his years of such comparable service with a placement being limited to a minimum of two (2) years and a maximum of the ten (10) year step in the wage scales. (Example: Two years experience = 1 year on the wage scale {2080 hours = 1 year}). It is the responsibility of the LPN to provide documentation of the prior employment/experience (time and hours worked in the previous position(s)) to the hiring Manager and/or the Human Resources Director prior to the date of hire in order to receive the experience credit.
- D. Licensed Practical Nurses employed on a temporary permits pending Minnesota registration shall work at the beginning step of the salary schedule until fully licensed, at which time he/she shall be placed on the appropriate step on the salary schedule provided herein.
- E. The designated shift differential pay starts at the beginning of the employee's regularly scheduled shift time and/or at the end of the employee's regularly scheduled shift. The day shift is 6:00 AM to 2:30 PM; the afternoon shift is 2:15 PM to 10:45 PM; the night shift is 10:30 PM to 7:00 AM. The afternoon shift differential shall be ninety cents (\$.90) per hour. The night shift differential shall be one dollar and fifty-five cents (\$1.55) per hour.
- F. The standard work day shall consist of not more than eight and one-half (8-1/2) hours consecutive in a twenty-four (24) hour period with a duty free lunch period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods to be scheduled depending on patient needs.

- G. The standard work week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. It shall consist of five (5) scheduled eight (8) hour work days. The two (2) remaining days in the week shall be known as off days.
- H. Completed work schedules will be posted covering a one (1) 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.
- I. Overtime shall be paid for all hours worked over eight (8) in any twenty-four (24) hour period and all hours worked over eighty (80) during a fourteen (14) day period.
- J. When an LPN reports for work in accordance with schedule and is released from his/her scheduled shift due to low need/census, she/he shall receive a minimum of four (4) hours pay in lieu thereof. If the Hospital should make an error by having a senior LPN not report for work while a junior LPN is scheduled to work, no claim for pay shall be made by the senior LPN for such shift provided the Hospital offers the work schedule of that LPN to make up the shift lost within a period of thirty (30) days.
- K. The facility will schedule nurses to work no more than alternate weekends (Saturday, Sunday). When a nurse is required or requested to work on more than alternate weekends, she/he shall be compensated at premium of time and one-half (1-1/2) rate for each extra weekend day worked. Employees who request or desire to work voluntarily or trade between LPNs on weekends shall be excluded from this provision.

This article shall not apply to Casual Nurses. Casual Nurses may be utilized for weekend coverage in excess of alternate weekends. Part-time nurses shall be offered the opportunity to work additional weekends before scheduling casual nurses.

Any nurse required to work from the beginning of the day shift Saturday through the end of the midnight shift on Sunday shall receive an additional \$1.25 per hour for all hours worked during that time frame.

- L. Overtime work shall be rotated as equitably as possible among the LPNs based on seniority.
- M. If a nurse resigns and is rehired within six (6) months, she/he shall be reinstated at the same increment step on the wage schedule and retain her/his seniority. However, if such a nurse is rehired after more than six (6) months, but within one (1) year, she/he shall be placed one (1) increment step lower on the wage scale. Nurses who resign and are rehired after one (1) year or more shall be treated as new employees and placed on the wage scale in accordance with Article 8C.

- N. If a PT or FT nurse is scheduled to work more than two (2) of the three (3) shifts, she/he shall be paid a premium of time and one-half (1-1/2) rate for all hours worked on the shift(s) which constitute the third shift. This does not apply to a casual nurse.
- O. A regular full-time employee called to work on their regularly scheduled day off shall be paid time and one-half (1-1/2) their regular rate for each hour worked on such day.
- P. Nurses shall normally have at least four (4) shifts off between a night shift and a day or afternoon shift following a night shift. If this time off is not provided, nurses shall be compensated at a premium of time and one-half (1-1/2) for the shifts worked between the night shift and the shift that begins forty-eight (48) hours later.
- Q. On-call. Nurses working on-call shall receive fifteen dollars (\$15.00) for each eight (8) hour shift they are on-call. If the nurse is called to work during the period of on-call duty, she/he will be guaranteed a minimum of four (4) hours pay at the applicable rate of pay. If a nurse is called to work on an on-call status, she/he shall be paid a premium of one and one-half (1-1/2) times and additionally receive call pay for that shift.

The facility may cancel a previously scheduled "on-call" shift provided the nurse is given at least two (2) hours notice of cancellation.

- R. An LPN assigned as lead worker/mentor and assuming additional responsibilities shall be paid an additional \$1.00 per hour premium for each hour worked in such capacity. The LPN lead worker/mentor will assist with the coordination and completion of work assignments, along with mentoring new staff.
- S. Alternative Work Schedules. The Hospital and an individual LPN may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day.

Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

- 1) The LPN shall have an opportunity to review the proposed alternate work schedule prior to volunteering to work the schedule. The Hospital shall retain written documentation that the LPN has agreed to an alternate work schedule and of the type of alternate schedule to which the LPN has agreed.
- 2) The basic work period shall be forty (40) hours per week. An LPN shall be paid one and one-half (1½) times her/his regular rate of pay for work in excess of forty (40) hours per week rather than the overtime provisions set forth elsewhere in this Article 8.
- 3) LPNs working above their scheduled shift will receive one and one-half (1½) times their regular rate of pay for all hours required to be worked.

- 4) There shall be a 15 minute paid break for each 4-hour work period; there shall be a paid restroom break for each work period of less than 4 hours. Alternate work schedules will normally include a one-half hour unpaid meal break.
- 5) Shift differentials will be applied according to the terms and conditions of the contract.
- 6) LPNs working on designated holidays will be paid two and one half (2½) times their regular rate of pay for all hours worked on the holiday. In lieu of holiday pay as provided previously, an LPN may elect to take a paid day off and shall receive hours of regular pay equal to the number of hours regularly scheduled for such day. The day off must be taken within a 4 week period before or after the holiday, and the LPN must request the day off in advance from the LPN's reporting manager. If a holiday falls on a day when a full-time LPN is not scheduled to work, the LPN will receive 8 hours of regular pay as holiday pay, or if the supervisor is notified in advance of the holiday, the LPN may choose to take eight hours of time off with pay from a future schedule within the calendar year.
- 7) The scheduling of weekends and holidays for LPNs on an alternate schedule will follow the usual practice of the department.
- 8) Either the LPN or the Hospital may revoke the alternate work schedule by giving written notice to the other party at least 6 weeks prior to the effective date of the next posted schedule.
- 9) The Hospital agrees to meet periodically during the term of this agreement to review and discuss and consider the effect of alternate work schedules.
- 10) There shall be no discrimination by the Hospital against any LPN because he/she declines to volunteer for alternate work schedules or because he or she revokes a prior election in the manner herein provided. In establishing an alternate schedule, the Hospital shall avoid any disruptive impact or alterations in scheduling of hours, shifts, holidays, P.T.O. or weekends for an LPN who is not on an alternate schedule, it being the intention of this article that alternate schedules are to be supplemental and not a replacement for other schedules. In addition, if alternate shifts are agreed upon on a selective basis, LPNs shall be permitted to bid on these shift options per the seniority provisions of the contract. For example, if 1 of 3 positions within a job class is to be offered an alternate shift option, the offer shall be handled by seniority in a top to bottom fashion. Assignments to alternate shifts shall be handled in a bottom to top fashion.

ARTICLE 9 - PAID TIME OFF (PTO)

A. PURPOSE

The team at the Cook Hospital is part of a "work family" that shares core values that guide their actions: integrity, excellence, goal orientation, valuing people and quality patient care. The Cook Hospital values its employees and provides a total benefits package that includes pay and benefits that take into consideration the employee's professional needs as well as the personal and family needs.

B. POLICY

All eligible Licensed Practical Nurses ("Nurse" or "Nurses") shall receive Paid Time Off (PTO) benefits on an accrual basis. Full and Part Time Nurses who have successfully completed the 520-hour probationary period are eligible. (Temporary and Casual Nurses are not eligible for PTO accrual.)

PTO ACCRUAL

SERVICE	HOURS INCLUDED	TOTAL HOURS PER YEAR	ACCRUAL RATE	MAXIMUM ACCRUAL
2,080 hours	40 hour Vacation 16 hrs. Floating Holiday 24 hours Sick Time	80 Hours Per Year	3.08 Hours Per Pay Period Based on Hours Worked	100 Hours
2,081 hours – 10,399 hours	80 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	152 Hours Per Year	5.85 Hours Per Pay Period Based on Hours Worked	190 Hours
10,400 hours - 14,559 hours	120 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	192 Hours Per Year	7.39 Hours Per Pay Period Based on Hours Worked	240 Hours
14,560 hours – 31,199 hours	160 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	232 Hours Per Year	8.92 Hours Per Pay Period Based on Hours Worked	290 Hours
31,200 hours - 51,999 hours	200 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	272 Hours Per Year	10.46 Hours Per Pay Period Based on Hours Worked	340 Hours
52,000 hours +	240 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	312 Hours Per Year	12.00 Hours Per Pay Period Based on Hours Worked	390 Hours

C. MAXIMUM ACCRUAL

The Paid Time Off Plan (PTO) has a maximum cap of 125% of the Nurse's annual accrual. Once a Nurse's balance reaches 125% of her/his annual accrual, no further PTO hours will be accrued until that Nurse's balance is brought below the Nurse's PTO cap.

Any requests for PTO hours to be held over the maximum must be approved by the

Hospital Administrator or designee. It is the Nurse's responsibility to use sufficient PTO hours to avoid reaching the maximum PTO level.

1) Accrual

PTO accrual is calculated on hours worked (excluding on-call time and leaves of absence)

PTO accrual will not accrue while a Nurse is on a leave of absence.

2) Procedure

PTO will accrue from the Nurse's date of hire and will be considered "earned" following the successful completion of the probationary period.

All eligible Nurses will accrue PTO according to the above schedule or according to the applicable agreement upon employment with the Cook Hospital. Any PTO accrual other than the above must be approved by the Hospital Administrator or designee.

Any requests for time-off should be requested, in advance, to the Nurse's reporting Manager. Nurses may not take their PTO in blocks of time that exceed two (2) weeks. The third week may be granted at the discretion of the Hospital Administrator or designee.

Nurses may take PTO in increments of fifteen (15) minutes.

Shift Differential will be included in PTO taken when a Nurse works a shift qualifying for shift differential at least 75% of the scheduled work hours during the previous quarter.

Nurses who are on shifts other than a standard eight-hour shift must indicate the number of hours (PTO or EIB), consistent with their scheduled shift. Nurses will be charged PTO/EIB hours according to their work schedule, examples as follows:

- Four (4) - ten (10) hour shifts: One day absent = -10 hours PTO
- Five (5) - eight (8) hour shifts: One day absent = -8 hours PTO
- Five (5) - four (4) hours shifts: One day absent = -4 hours PTO

D. LOW CENSUS HOURS

PTO (if accrued and authorized) may be used to bring a Nurse's hours up to her/his designated FTE (full-time equivalent) each pay period, if the FTE is not met through hours worked. If Nurse is required (by her/his supervisor or manager) to reduce her/his prescheduled hours (i.e. Low Census), the Nurse may elect to take the time off with or

without using PTO hours. Any unpaid hours caused by a reduction in prescheduled hours are to be noted as "Low Census" hours in the timekeeping system.

Nurses may not work and also receive PTO pay on the same day, in effect, a buy back PTO hours. PTO hours alone may not exceed a Nurse's regular scheduled hours (FTE status) in a pay period.

E. CASH-OUT OPTION

Nurses will be able to cash out PTO hours one time (1 x) per month. In order to qualify for the cash-out option, a Nurse must leave a minimum of 40 hours in her/his PTO bank.

A Nurse electing the cash-out option will be paid at her/his regular rate of pay. Shift Differential will be included in PTO taken when a Nurse works a shift qualifying for shift differential at least 75% of the scheduled work hours during the previous quarter.

F. EXTENDED ILLNESS BANK

The PTO benefit covers brief absences due to a Nurse's illness or injury, or for purposes covered under Minn. Stat. § 181.9413 the Minnesota Sick or Injured Relative Leave statute. PTO may also be used in the event a Nurse needs to care for a family member's illness which qualifies for FMLA.

The Extended Illness Bank (EIB) is separate from the PTO program. The PTO program will serve as a "waiting period" to the Extended Illness Bank. The waiting period is a maximum of three (3) days, which is covered by PTO. For example, when a Nurse's illness extends beyond the waiting period, the extended illness bank is utilized, retroactive to the 2nd day absent from work.

Accrual for the Extended Illness Bank will be based on hours worked, with a maximum of six (6) days per year being accrued. Extended illness time will not be accrued in any calendar month in which the Nurse is utilizing Extended Illness Bank benefits totaling more than ten (10) working days.

The three (3) day waiting period does not need to be met again if a subsequent absence is related to the initial absence within five (5) calendar days after returning to work. Proper documentation verifying the illness or injury (i.e. physician's note) needs to be presented to the Nurse's manager or human resources prior to receiving EIB benefits. It is the responsibility of the Nurse to provide proper documentation to her/his manager or human resources in order to qualify for EIB benefits.

Nurses on intermittent leave under the Family and Medical Leave Act will be required to use PTO up to twenty-four (24) hours (hours need not be consecutive) for each incident of intermittent leave before accessing EIB.

There is no waiting period if the Nurse is hospitalized as an inpatient or as a result of time

lost due to work related injuries. Absence due to outpatient procedures must use PTO for the three (3) day waiting period.

EIB may be utilized for absences qualifying under Minn. Stat. § 181.9413 the Minnesota Sick or Injured Relative Leave statute.

The maximum accrual for the Extended Illness Bank is 520 hours. A Nurse's accrual for Extended Illness Bank will stop when a balance of 520 hours is reached.

Nurses must have six (6) months consecutive employment and have successfully completed the 520 hour probationary period to be eligible for Extended Illness Bank (EIB) benefits.

Any unused time in a Nurse's EIB will not be paid upon termination, upon request or in the event an employee reduces FTE status below the benefits eligible level. No pay out of accrued EIB hours is authorized at any time.

G. TERMINATION OF EMPLOYMENT OR CHANGE OF STATUS

In the event employment is terminated with the Cook Hospital, or if a Nurse's status drops below a .5 FTE (through a Status change initiated by Administration or the Department Manager), any remaining, unused PTO time will be paid to the Nurse in a separate check, providing the Nurse has completed six month employment with the Cook Hospital, and has successfully completed a 520 hour probationary period. In the event a Nurse terminates employment with a negative PTO balance, she/he would be required to pay the difference through a payroll deduction on her/his final paycheck. Shift differential is not paid on PTO hours when terminating or when reducing FTE status below the benefits eligible level.

The Extended Illness Bank is a separate program from PTO. Any remaining unused balance will not be paid to the Nurse upon termination of employment.

H. CHARITABLE PTO

The Cook Hospital allows employees to transfer authorized PTO hours from one employee to another who is experiencing a hardship due to personal or medical reasons, or unforeseen circumstances. A Charitable PTO account must be established and approved by the Department Manager and Human Resources Director prior to any transfer or requests for donation of PTO. Employees or Managers may not make donations of PTO mandatory or in any way pressure others into donating PTO hours. Donations are on a voluntary basis. Transfers of PTO will be made in whole hour units. Charitable PTO should be used for temporary or minor financial hardships or time needed away from work to care for applicable personal or medical reasons.

Employee's must complete a Charitable PTO Request Form from Human Resources, and receive approval, prior to having a Charitable PTO fund established. Any unused

Charitable donation time will be credited back to the donator's PTO balance. All donated Charitable donation time must be used and taken during the specified period of need, and will not be rolled-over to PTO.

Examples of events not approved for Charitable PTO include: illness of a non-family member, a vacation, inability to manage financial matters or minor medical problems (flu, stress, elective surgery, etc.).

I. TRANSFER OF EXISTING BALANCES TO PTO

Current balances of accumulated vacation time and sick leave will transfer to the Paid Time Off (PTO) Program effective January 6, 2013 on the following basis:

- All vacation earned, unused, through January 5, 2013, not to exceed the maximum PTO benefit.
- The employee's balance of sick leave, as of January 5, 2013, will be placed in the Extended Illness Leave Bank, not to exceed a maximum of 520 hours.
- Per calendar year, the maximum amount of hours (worked) a Nurse may accrue PTO time will be 2,160. This maximum will be in effect only during the term of this agreement, and will expire on December 31, 2015.

J. SCHEDULING PTO

In determining Paid Time Off (PTO) schedules, the wishes of the Nurse shall be respected as to the time of taking PTO insofar as the needs of the service will permit, it being understood that the rights of the senior Nurse will prevail in the selection of Paid Time Off (PTO) when agreement cannot be reached among the Nurses. To exercise seniority preference, the Nurse shall have her/his request for PTO submitted no later than March first (March, 01) of each calendar year for PTO requests during April of the current calendar year through March of the following year. PTO requests will be honored on a first come, first served basis when submitted after March first (March, 01). Department Managers will, when possible, approve PTO requests within fourteen (14) calendar days following the date of the request.

A Nurse's Paid Time Off (PTO) pay shall be determined at the rate at which the Nurse is entitled based upon her/his job description and years of service according to the wage grid.

Any changes in approved Paid Time Off (PTO) scheduling must be approved by the Department Manager. A Nurse may cancel her/his Paid Time Off with the understanding that any future requests, following March first (March, 01) will be approved based on a first come first served basis.

Management has the right to deny Paid Time Off (PTO) (current or previously approved) requests under extenuating circumstances. Approved Paid Time Off (PTO) shall not be rescinded if the Nurse has proof of pre-paid expenditures, except in cases of emergency (an unplanned/catastrophic/unexpected situation or crisis that requires prompt action).

Nurses may be required to work additional and/or varied schedules in order to allow for accommodation of Paid Time Off (PTO) requests.

K. FORMER EMPLOYEE RE-EMPLOYED

A former Nurse whose employment and seniority is terminated, and who is subsequently re-employed by the Hospital, assumes the same status as a new hire in regard to Paid Time Off (PTO) allowances.

ARTICLE 10 - HOLIDAYS

- A. Each full-time LPN shall receive the following paid holidays, provided she/he performs work or is on Paid Time Off (PTO) in the payroll period in which the holiday occurs and works as scheduled or assigned both on her/his last scheduled workday prior to and on her/his first scheduled workday following the holiday, unless she/he has failed to so work because of sickness or because of death in the immediate family or because of similar good cause.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Independence Day shall be observed on the Fourth day of July.

For nurses working in departments with Monday-Friday schedules, and who do not work weekends, if Independence Day falls on a Sunday it shall be observed on the following Monday. Nurses who are scheduled Monday through Friday will observe Saturday holidays on Friday and Sunday holidays on Monday.

- B. LPNs who work on the above holidays shall receive premium pay of two-and one-half (2½) times their regular rate of pay.
- C. Part-time LPNs who do not work on the holidays referred to in Section A shall receive four (4) hours pay as idle holiday pay. When a paid holiday falls on a Sunday, it will be observed on the following Monday. When a paid holiday falls on a Saturday, it will be observed on Friday.
- D. The holiday shall commence with the start of the night shift on the day before the holiday and end at the end of the afternoon shift on the day of the holiday. The Christmas holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday. The New Year's

holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday.

- E. The Employer and the Union agree that it is the intent of the Holiday schedule to ensure that Holiday work is shared equally between the Employees either by mutual agreement (self scheduling) or by the scheduling department.
- F. The employer will make every effort to schedule holidays in an equitable fashion.

Holidays are divided into two groups of two (2) major and two (2) minor holidays. Employees will be rotated from group to group each year and will be paired; one major holiday with one minor holiday. Employees will be rotated from Group A to Group B each year.

<u>Group A:</u>	<u>Major</u>	<u>Minor</u>
	Christmas Day	Labor Day
	Thanksgiving	New Year's Eve
<u>Group B:</u>	<u>Major</u>	<u>Minor</u>
	Christmas Eve	Memorial Day
	New Year's Day	Independence Day

This pattern of holidays will be scheduled as such, regardless of weekends or PTO. Management will find an employee's replacement for a holiday during a granted leave of absence.

Employees are responsible for finding their own replacement for the holiday; however, Management has the right to deny the work schedule replacement, if such replacement would result in overtime.

ARTICLE 11 — LEAVES OF ABSENCE

A. ATTENDANCE

The parties to this agreement recognize that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers, patients, and the financial well being of the facility. The parties also recognize that excessive absenteeism imposes a hardship on other Employees. Attendance records will be maintained for each Employee and periodically reviewed with the Employee during job performance reviews. If it can be shown that an Employee has a pattern of absences or tardiness, the Employee may be subject to discipline.

If an Employee is unable to report to work, the LPN needs to notify the Charge Nurse or Department Manager.

If possible, it is expected that an Employee should report the upcoming absence at least two (2) hours prior to the start of the shift from which the Employee is scheduled. At the time of the call, specifics such as signs and symptoms of the illness shall be requested for the Employee. This information is to remain confidential pursuant to HIPAA standards and it is for infection control purposes only. If the absence or illness is more than one day, the Employee has the responsibility to call in each day unless it is clear at the time of the onset of the illness what the time frame will be.

A no call or no show may result in termination. Walking off the job will be considered a voluntary resignation.

B. PARENTAL LEAVE

An employee is entitled to utilize unpaid Parental Leave for the care of, or adoption of a child in accordance with the Minnesota Parental Leave Law.

C. BEREAVEMENT LEAVE

Up to five (5) days absence without loss of pay shall be allowed an LPN in the event of the death of the LPN's spouse, child, stepchildren, or grandchildren provided the LPN attends the funeral or memorial service. Up to three (3) days absence without loss of pay shall be allowed an LPN in the event of the death of the LPN's father, mother, sister, brother, spouse's parents, grandparents, step-parents, step-brothers, step-sisters, aunt or uncle provided the LPN attends the funeral or memorial service. Such leave may be extended, without pay, at the Hospital's discretion. One (1) day's absence, without loss of pay, shall be allowed an LPN in the event of the death of the LPN's brother-in-law, sister-in-law, niece, nephew or spouse's grandparents and provided the LPN attends the funeral or memorial service.

An LPN will have the undeniable right to use PTO benefit for time off to attend the funeral of an employee's significant other and/or domestic partner. Additional unpaid leave shall be governed by the same terms and conditions as leave extensions for other persons governed by paragraph #1 of Section F. Personal Leaves of this Article 11.

The bereavement benefit period commences on the day of death and ends on the day following the funeral or memorial service. Paid bereavement leave days must be normally scheduled work days including the actual day of the funeral or memorial service. One (1) of the paid bereavement leave days need not be consecutive.

D. LEAVES FOR UNION BUSINESS

(1) Members of their Union elected to a Union position or selected by the AFSCME Minnesota Council 65 to do work that takes them from their employment with the Hospital shall, at the written request of the AFSCME Minnesota Council 65, receive

temporary leaves of absence for periods not to exceed to one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work.

(2) Members of the Union elected to a State of National Convention, shall be allowed time off without pay to attend such conventions.

E. EDUCATIONAL LEAVE

All educational leaves must be discussed with and approved by the Director of Nursing.

- 1) Upon written application, a nurse may be granted a unpaid leave of absence to pursue a full-time education program in nursing or a related field up to one (1) year without loss of accrued benefits provided such nurse returns to duty following educational leave and such education is deemed beneficial to the hospital by administration.
- 2) Nurses shall be granted time off to attend workshops, seminars, and conventions that are educational in nature up to a maximum of three (3) days per year. In the event that more than one nurse wishes to attend the educational session on the same day, approval of attendance shall be governed by patient care and staffing concerns and subject to approval of the Director of Nursing.

F. PERSONAL LEAVES

- 1) In appropriate circumstances, the Employer may grant a leave of absence for an employee's personal reasons, when the employee does not have accrued PTO or, if applicable, Extended Illness Bank (EIB) benefits. The Employer may deny any request for personal leave when the demands for patient care do not allow for such leaves. A personal leave of absence shall not be granted until all other eligible leaves have been exhausted and the employee has used all accrued PTO benefits over forty (40) hours. A personal leave shall not be granted for a period over six (6) months in duration and for less than one day.
- 2) Accrued benefits, during leaves of this nature will be retained. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted. If a personal leave is granted for more than ninety (90) days, she/he shall be re-employed if and when employment is available at the same level and type of position previously held, or at her/his option, at such other position and level at which there may be an opening.

G. RETURN FROM LEAVES

Leaves of absence beyond thirty (30) working days shall not be considered as working time in determining length of service benefits. Length of service benefits will remain the same as at the time of the beginning of the leave of absence.

Upon return to work from leaves governed by either State or Federal FMLA statutes, return shall be governed by the terms of the statute or appropriate Minnesota Statutes. Leaves other than personal leaves (Military, Jury Duty, etc.) shall also be governed by the terms of the federal or state statutes whichever may be appropriate.

Nurses returning from personal leaves shall be returned to her/his original position if it is vacant or to a similar position and classification to which the nurse is qualified. If a personal leave is granted for more than ninety (90) days, and if no such position is available, the returning nurse shall be given preference in the hiring process for the next available opening.

A Nurse shall not lose accumulated benefits and seniority shall be governed by Article 18.

ARTICLE 12 - WORKER'S COMPENSATION

All employees shall be covered by the applicable Workers' Compensation Law. In the case of job related accidents or injuries, all lab tests, x-rays, drugs, and treatments ordered by the Hospital's physician will be paid in accordance with Minnesota Statutes covering Workers' Compensation.

ARTICLE 13 - INSURANCE

Effective the date of ratification of this contract all future hires will be hired under the following:

The hospital shall provide for a portion of health benefits for all full-time and part-time employees of this bargaining unit who have completed their probationary period, under the current health plans available.

The employer shall pay eighty percent (80%) of the single premium of the high benefit health insurance component (current high option) per month towards whichever single plan the full-time employee chooses. The part-time employee will be eligible for fifty percent (50%) of the premium the full-time employee receives. The employer will pay twenty percent (20%) of the high benefit (current high option) per month towards whichever family plan option the employee chooses (part-time 50% of the benefit the Full-time employee receives). The remainder will be the responsibility of the employee as a payroll deduction. This will be done with pretax dollars. (See "Section 125" provisions or see the Human Resources for details.)

The Employer and the Union recognize that changes in health insurance carriers, plan or benefit designs must be made timely to the beginning of the renewal year in order to assure an effective and efficient transition if a change is made. The Employer will notify the Union of any changes in the insurance and will be provided insurance information pertinent to that decision. No change in said insurance programs shall diminish overall benefits for Employees.

LPNs will have the option to enroll in a basic dental plan, or a "buy-up" dental plan. Employees will be eligible for the dental plan following successful completion of 90 days of continuous employment.

The Employer shall provide and pay a \$20,000 term life insurance policy for all eligible Bargaining Unit employees, excluding casual employees. Coverage will be discontinued upon separation or termination of employment. Employees will be eligible for the group life insurance following 90 days of continuous employment (or under the terms and conditions of the life insurance provider).

The Employer shall provide and pay monthly premiums for the facility's long term disability insurance plan providing the employee elects to enroll in such plan. Eligible Full-Time and Part-Time employees, upon successful completion of 90 days continuous employment, shall be eligible for coverage under the current disability insurance plan. Eligibility and enrollment will comply with the terms and conditions of the Long Term Disability provider.

A full Flex Benefit program is available to qualified employees through the term of this contract. This includes:

1. Flex spending account for health insurance premiums.
2. Flex account for child day care spending.
3. Flex spending account up to the preset facility maximum pre-tax dollars for other health care expenses.

See Human Resources for complete details.

Upon separation of employment for any reason, health insurance coverage shall be continued upon the nurse's request, and at the nurse's expense, in accordance with COBRA for a maximum of eighteen (18) months.

The Employer may give thirty (30) days' written notice of its desire to amend Article 13 of this Agreement as a result of the implementation of and/or any amendments to the Patient Protection and Affordable Care Act. In the event such notice is given, all of the other provisions of this Agreement will continue in full force and effect and the parties will meet and negotiate in good faith regarding Article 13. If agreement cannot be reached, the parties will submit the issue to arbitration under Article 22 of this Agreement.

ARTICLE 14 - OCCUPATIONAL MEETINGS

- A. The Employer will encourage attendance at national and state conventions, section meeting, and other meetings sponsored or co-sponsored by Unions or institutions where attendance is likely to increase the competency or otherwise benefit a Licensed Practical Nurse.

- B. 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.
- C. Licensed Practical Nurses may be given time off without pay to attend such meetings.

ARTICLE 15 - TERMINATION OF EMPLOYMENT

- A. At least four (4) weeks written notice of termination of employment shall be given by Licensed Practical Nurses.
- B. The Hospital shall give a nurse a four (4) week notice or four (4) weeks pay in lieu thereof, prior to termination unless that termination is for just cause.

ARTICLE 16 - OTHER CONDITIONS

- A. The Union may use available rooms at the facility for Union meetings. Requests for the use of meeting rooms shall be made in advance.
- B. The Union shall have the right to use designated bulletin boards to announce meeting and inform its members of matters of interest.
- C. The Union, upon making arrangement with management, may use other equipment for Union activities and shall pay the Employer's cost of equipment and supplies used with administrative approval.
- D. The facility, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Licensed Practical Nurse because of race, color, national origin, religious affiliation, sex, marital status, age, creed, disability, sexual orientation, status with regard to public assistance, or membership or activity on behalf of the Union or participation in the grievance procedure.
- E. Notwithstanding anything contained in this Agreement, the Union does not abrogate its rights or the Hospital its obligations to negotiate with regard to all matters that are negotiable under the provisions of the National Labor Relations Act and the Charitable Hospital Act.
- F. Representatives of the Union shall have an opportunity to speak to all newly hired LPNs during their orientation period.

ARTICLE 17 - SENIORITY AND LAYOFF PROCEDURE

- A. Seniority shall be based on the total number of paid hours from the most recent date of hire, except that leaves of absence or more than thirty (30) days of duration shall not be counted toward seniority.
- B. In the event it is necessary for the hospital to reduce hours or institute a lay-off during the term of this agreement, the administration agrees to meet with the Union in order to negotiate the terms under which such reductions and/or layoffs shall be conducted or negotiate terms and conditions which might alleviate the need to incur such reductions in force.
- C. A Licensed Practical Nurse's seniority for any purpose shall be broken and terminated by:
 - 1) Voluntary resignation from employment, including retirement.
 - 2) Discharge for just cause.
 - 3) Failing within two (2) calendar weeks to report for work after layoff upon mailing of notice of recall by registered or certified mail. The Hospital shall send such notice to the employee's last known address.
 - 4) Employment by any other employer during a leave of absence, other than during a layoff.
 - 5) Layoff which continues for more than eighteen (18) months.
 - 6) Failure to apply for re-employment within the statutory limitation after other than dishonorable discharge from military service.
 - 7) Failure to return on the scheduled date of return from an approved leave of absence, unless at least 48 hours prior to the return date the Hospital is notified of employee's inability to return to work as scheduled for a legitimate reason acceptable to the Hospital in its sole discretion.

ARTICLE 18 - POSITION OPENINGS

Position opening for which Licensed Practical Nurses qualify, shall be posted for a period of seven (7) days prior to being filled in order to provide currently employed LPNs the opportunity to apply for such positions. In the event more than one (1) LPN applies for a position opening and in the event more than one of the applicants are equally qualified for such position, the qualified LPN with the greatest seniority shall be awarded the position. If no LPN employed at the facility applies to fill the vacancy, an LPN not currently employed by the facility, if available, shall be hired to fill the position.

ARTICLE 19 - JOB TRAINING

Licensed Practical Nurses currently employed in the facility shall be given the opportunity to avail themselves of all in-service training programs and educational seminars offered to other nursing personnel in the facility.

ARTICLE 20 – TERM OF AGREEMENT

- A. Except as otherwise specifically provided herein, this Agreement shall continue in full force and effect from January 1, 2016 until December 31, 2018. This Agreement shall continue in full force and will be effective as is provided, however, either party may give written notice to the other party, not less than ninety (90) days prior to December 31, 2018, of a desire to modify or terminate this Agreement or any provision thereof, and the parties agree that in the event of the giving of such notice they will meet and negotiate concerning the proposals made.
- B. The parties agree that Supplemental Agreements involving matters not covered herein may be attached hereto and made a part of the entire Agreement, upon negotiation of the parties.
- C. 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 conflict with the provisions of any such law, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.
- D. This Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and the Union.

ARTICLE 21- MANAGEMENT RIGHTS

The Licensed Practical Nurses Association Local Union No. 105 recognizes and agrees that the Cook Hospital governs all aspects of operating the hospital and nursing and to direct its workforce at all times in its sole discretion except to the extent specifically limited by the terms of this Agreement. The Cook Hospital management rights include, but shall not be limited to:

- 1) Hire, schedule, discipline, suspend, discharge, transfer, layoff, recall or assign LPN's.
- 2) Determine the number of LPN's to be hired.
- 3) Establish policies, rules and regulations governing LPN's.
- 4) Determine the nature and scope and type of facilities and services provided by the Cook Hospital and alter or install new facilities, change or institute new methods, policies, procedures and/or systems and modify or abolish services, programs and/or other activities.
- 5) Establish standards of quality and efficiency for LPN's.
- 6) Utilize volunteers, students and trainees.
- 7) Respond to changes in operation and practice as mandated by federal, state and/or local statute, rule or regulation or as may otherwise be required by any entity having regulatory or other governing authority over the Cook Hospital.

- 8) Annually evaluate LPN's performance.
- 9) Establish work schedules, hours of work and schedule LPN's, as it deems necessary and appropriate so as to meet patient needs, including the assignment and management of overtime.
- 10) Place work with outside contractors or service providers.

Any terms or condition of employment not specifically established or modified by this agreement shall remain exclusively within the discretion of the employer to modify, establish or eliminate."

ARTICLE 22 – BINDING ARBITRATION

The Union and the Hospital agree that binding arbitration will be the method utilized to resolve unsettled issues in contract negotiations and grievances. There shall be no strikes or lockouts and arbitration of unresolved issues is mandatory.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE STATED.

Cook Hospital
Cook, MN

By *Jennifer Byuk, LPN*
Date: *2/29/16*

By *Kerise Debevec*
Date: *3/7/2016*

By _____
Date: _____

AFSCME Council 65
Local Union #105

By *[Signature]*
Date: *2/17/16*

By *Jennifer Byuk LPN*
Date: *2/29/16*

By _____
Date: _____

LPN Wage Grid**Schedule A**

Length of Service	Effective Jan-2016	Effective Jan-2017	Effective Jan-2018
Start	\$16.91	\$17.42	\$17.94
One Year	\$17.37	\$17.89	\$18.43
Two Years	\$17.62	\$18.15	\$18.69
Three Years	\$18.00	\$18.54	\$19.10
Four Years	\$18.35	\$18.90	\$19.47
Five Years	\$18.84	\$19.41	\$19.99
Six Years	\$19.16	\$19.73	\$20.32
Seven Years	\$19.49	\$20.07	\$20.67
Eight Years	\$19.81	\$20.40	\$21.01
Nine Years	\$20.11	\$20.71	\$21.33
Ten Years	\$20.48	\$21.09	\$21.72
Twelve Years	\$20.86	\$21.49	\$22.13
Fifteen Years	\$21.26	\$21.90	\$22.56
Twenty Years	\$21.91	\$22.57	\$23.25
Twenty Five Years	\$22.55	\$23.23	\$23.93

NOTE: Wage rates are effective the first pay period following January 1 each year.

NOTICE OF DESIRE TO NEGOTIATE
(File a separate notice for each appropriate unit)

Pursuant to Minnesota Statutes 179A.14, you are hereby notified of the undersigned's desire to meet and negotiate an initial or subsequent agreement establishing terms and conditions of employment.

Name of Exclusive Representative: MINNESOTA COUNCIL 65 AFSCME AFL-CIO Zip: 55769
 Name of Representative: JOE PERSHERN
 Address: 118 CENTRAL AVENUE City: NASHWAUK State: MN
 Zip: 55769 Telephone: 218-885-3242
 Name of Employer: COOK HOSPITAL
 Address: 10 SE 5TH STREET City: COOK State: MN
 Zip: 55723 Telephone: 218-666-5945
 Name of Representative: STEPHANIE MAKI, H.R. DIRECTOR
 Address: 10 SE 5TH STREET City: COOK State: MN
 Zip: 55723 Telephone: 218-666-5945

Type of Governmental Agency Involved: _____ State _____ County _____ Municipality
 _____ University of Minnesota _____ School District Special Board or Commission

Type of Bargaining Unit: (Check one most appropriate)

- | | |
|--|---|
| <u> </u> Education | <u> </u> Law Enforcement/Essential |
| <u> </u> K-12 Teachers | <u> </u> Law Enforcement – Essential |
| <u> </u> AVTI/Other Teachers | <u> </u> Law Enforcement – Non-Essential |
| <u> </u> Teachers' Aides | <u> </u> Fire Fighters/Fire Protection |
| <u> </u> Support Staff, General | <u> </u> Correction Guards |
| <u> </u> Clerical/Office | <u> </u> Professional Engineering |
| <u> </u> Bus Drivers | <u> </u> Supervisory |
| <u> </u> Dietary/Maintenance | <u> </u> Confidential |
| <u> </u> Principals/Assistant Principals | <u> </u> Other Public Sector |
| <u> </u> Higher Education-Instructional | <u> </u> Social Services/Welfare |
| <u> </u> Higher Education-Non-Instructional | <u> </u> Courthouse/City Hall |
| <u> </u> Health Care | <u> </u> Highway/Public Works/Parks |
| <u> </u> RN's | <u> </u> Public Utility |
| <u>yx</u> LPN's | <u> </u> Maintenance/Trades |
| <u> </u> Support Staff, General | <u> </u> Clerical/Office |
| <u> </u> Clerical/Office | <u> </u> Technical |
| <u> </u> Technical | <u> </u> Professional |
| <u> </u> Dietary | <u> </u> General Service/Support |
| <u> </u> Maintenance | <u> </u> Wall-to-Wall |
| <u> </u> Professional | <u> </u> Library |
| Other: (Describe) | <u> </u> Liquor Store |
| | <u> </u> General Unit |

Number of employees in unit: 6 Status of employees: _____ Essential Other than essential
 Date current contract expires: 12/31/15 Check is this is a first contract: _____
 Date of Notice: 9/22/15 Date sent to other party and commissioner: 9/22/15
 Notice initiated by: Exclusive Representative _____ Employer

Distribution:

- 1-Commissioner, State Bureau of Mediation Services
1380 Energy Lane, Suite 2, St. Paul, MN 55108
- 1-Other party to collective bargaining agreement
- 1-File

Joe Pershern (els)

 Authorized /s/

STAFF REPRESENTATIVE
 Title

When properly executed and served upon the commissioner and the other party, this notice satisfies the requirements of Minn. Stat. 179A.14. Failure to provide timely notice may result in financial penalty.