AGREEMENT

BETWEEN

ST. JOSEPH'S MEDICAL CENTER

AND

AFSCME/MLPNA LOCAL 105

September 1, 2017 – August 31, 2020

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THIS AGREEMENT is made and entered into by and between St. Joseph's Medical Center, Brainerd, Minnesota, hereinafter referred to as the "Employer" or "Medical Center" and AFSCME/MLPNA, Local 105, hereinafter referred to as the "Union".

ARTICLE 1. PURPOSE AND INTENT

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of work and employment so as (1) to obtain and insure an adequate and competent staff, (2) to promote and insure orderly and harmonious relations, cooperation and understanding between the Medical Center and the nurses, and (3) to achieve the highest level of nursing performance in promoting efficient and progressive patient care.

ARTICLE 2. SCOPE AND DEFINITION

The Medical Center recognizes the Union as the exclusive collective bargaining representative for all full-time and regularly scheduled part-time licensed practical nurses employed by the Employer at its 523 North Third Street, Brainerd, Minnesota, facility, but excluding guards and supervisors as defined in the National Labor Relations Act and all other employees. The term "employee" or "nurse" as used herein shall refer to a licensed practical nurse holding a license or permit recognized to be in good standing by the Minnesota Board of Nursing.

ARTICLE 3. UNION REPRESENTATION FEES

During the term of this agreement, every employee covered by this Agreement and not a member of the Union shall, as a condition of continued employment after thirty (30) days of employment , pay to the Union a service charge equal to the current Union membership dues and fees.

The Employer will deduct from the pay of each employee covered by this Agreement all current Union membership dues and fees of the agency service fee as provided in the above paragraph, provided that at the time of such deduction, there is in the possession of the Employer a current written assignment executed by the employee. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) 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 union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail

Previously signed and unrevoked written authorization shall continue to be in effect following an employee's reinstatement after a layoff or leave absence; previousauthorization of other employees rehired or reinstated shall not be considered to be in effect.

The initial dues shall be deducted from the employee's pay the following pay period or

as soon as practicable after the employee has submitted the authorization for deductions.

The Employer shall not be liable for the remittance or payments of any sums than those constituting actual deduction made: and if for any reason it fails to make a deduction from any employee as provided, it shall make that deduction from the Employee the following pay period or as soon as practicable after the error has been brought to the attention the Employer by the employees or the Union. The Union shall hold the Employer harmless from any deductions made in error.

Section 1. However, nurses who choose not to join or remain a member of the AFSCME/MLPNA shall be obligated to make a payment to the Union of the cost attributable to the Union's representational activities of collective bargaining, contractadministration, and grievance adjustment. The financial obligation set forth above shall beeffective on the 31st day following the effective date of this Agreement or on the 31st dayfollowing employment at the Medical Center. For purposes of this Article, the executiondate of this Agreement shall be considered its effective date.

Section 2. The Union shall have the right to appoint stewards, in no instance shall the stewards be discriminated against for discharging Union duties, provided suchduties do not interfere with the regular performance of work for the Medical Center or in any way interfere with the care of patients. The Union may designate up to three (3)nurses as Union Stewards. The Union shall give the Medical Center written notice of thenurses so designated and any changes therein.

Section 3. Each month the Medical Center shall notify the Union in writing of all nurses hired and terminated during the preceding month.

Section 4. Authorized Union representatives shall be allowed access only to the public areas of the Medical Center during working hours to insure that the terms and conditions of this Agreement are being complied with. Union representatives will contact the director of Human Resources or designee prior to such visits.

ARTICLE 4. RIGHTS OF MANAGEMENT

The management of the Medical Center and the direction of the working forces shall be vested solely and exclusively in the Employer except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and efficiency of work to be performed; to determine the number of employees to be employed and the work which they are to perform; to discharge employees for just cause; to assign and delegate work; to require observance of reasonable employer rules, regulations and other policies; to schedule work and to determine the number of hours to be worked; to decide employee's qualifications; to determine the methods by which service is performed and the equipment to be utilized in furnishing such service and to change, modify or discontinue existing methods of furnishing such service and/or use of equipment.

ARTICLE 5. EMPLOYMENT PROVISION

Section 1. All nurses employed by the Medical Center shall continue to perform duties as outlined in the nurse's job description and other related duties.

Section 2.

Following are employment status definitions:

FULL-TIME -	An employee who is regularly scheduled to work eight (8) hours per day and eighty (80) hours in the two (2) week payroll period.
PART-TIME OVER -	An employee who is regularly scheduled to work at least twenty (20) hours per week, but less than forty (40) hours per week or eighty (80) hours in the two (2) week payroll period.
PART-TIME UNDER -	An employee who is regularly scheduled to work less than twenty (20) hours per week or forty (40) hours in the two (2) week payroll period.

ARTICLE 6. HOURS

Section 1. The basic work period shall be eighty (80) hours, and the normal work days shall be eight (8) hours. The normal hours of work shall consist of eight (8) hours per day and eighty (80) hours in the pay period. However, the Medical Center in its discretion, may adopt for some or all employees a forty (40) hour work week to be worked during a period of seven (7) consecutive days. Prior to adopting this alternate work schedule, the Medical Center will discuss this issue with the Labor Management Committee. However, if the parties are unable to agree on this issue, the Medical Center reserves the right to unilaterally implement this alternate work schedule.

Section 2. The Medical Center shall arrange work schedules to provide full-time nurses and part-time over alternate weekends (Saturday and Sunday) off except in emergency situations which would have the effect of depriving patients of needed nursing service. If a full-time or part-time nurse who works twenty (20) hours per week or more is required by the Medical Center to work more than two (2) out of four (4) successive Saturdays or Sundays or any unscheduled weekend, he/she shall be paid an additional fifty dollars ($50.00) for each of these days in excess of two (2) or any unscheduled weekend. If an entire shift is not worked, a prorated amount of the bonus shall be paid. The provisions of this Section shall apply to shifts worked between 11:00 p.m. Friday and 7:00 a.m. Monday. Employees called in to work with less than three (3) hours' notice shall be paid one and one-half (1-1/2) times their rate of pay. Employees called into work an unscheduled shift with less than three (3) hours' notice shall be paid time and one-half (1- 1/2) for all hours worked on that shift. If the Medical Center can document a call to a nurse's home to work an unscheduled shift and the Medical Center either does not reach the nurse or the nurse declines the offer, and if this action occurs three (3) hours or more prior to the time the nurse would be expected to report to work, the Medical Center will have no obligation to pay the nurse the time and one-half (1-1/2) premium set forth in this section should the nurse later agree (less than three (3) hours prior to the time the nurse would

be expected to report for work) to work an unscheduled shift.

Section 3. The Medical Center will not schedule split shift work unless it is mutually agreeable to both the nurse and the Medical Center. Except in cases of emergency or unavoidable situations in which the application of the general patterns would have the effect of depriving patients of needed nursing service, employees shall not be scheduled to work more than two (2) different shifts within a fourteen (14) day pay period.

Section 4. For nurses working the 11:00 p.m. - 7:30 a.m. shift, a holiday shall be considered to be the calendar day on which the greatest number of hours are worked.

Section 5. Nurses working a schedule of every other weekend or who presently works every third weekend , normally should not be scheduled to work the relief or night shift prior to a scheduled weekend off. The Medical Center will make a reasonable effort toschedule consecutive days off Monday through Friday. However, if necessary to allow forflexibility in scheduling, non-consecutive days off during weekdays (Monday throughFriday) may be utilized. There shall be at least twelve (12) hours between assigned shifts(days, relief and nights) except on days prior to scheduled days off.

Section 6. Nurses shall receive two (2) fifteen minute relief periods during each eight (8) hour period except in case of emergency or unavoidable situations where relief periods would have the effect of depriving patients of needed nursing service.

Section 7. A one-half (1/2) hour unpaid meal break shall be allowed on the day, evening and night shift except in case of emergency or unavoidable situation where a lunch period would have the effect of depriving patients of needed nursing service.

Section 8. Exceptions to the general pattern of scheduling may be made, in writing, between the nurse and the Medical Center. However, in cases of emergency or unavoidable situations in which the application of the general patterns would have the effect of depriving patients of needed nursing service, no written agreement is required.

ARTICLE 7. RATES OF PAY

Effective with the first full pay period commencing closest to September 1, 2017 there shall be a two percent (2%) increase, Effective with the first full pay period commencing closest to September 1, 2018, there shall be a one and one half percent (1.5%) across-the-board increase; effective with the first full pay period commencing closest to September 1, 2019, there shall be a one and one quarter percent (1.25%) across-the-board increase.

Wage increases 2% (2017), 1.5% (2018), 1.25% (2019)
3 Year Agreement

The chart below sets forth the salary schedule which results from applying the length of service increment.

Rate	9/1/2017	9/1/2018	9/1/2019
Beginning Rate	$17.95	$18.22	$18.45
After 1 Year (2080)	$18.35	$18.63	$18.86
After 2 Years (4160)	$19.13	$19.41	$19.65
After 3 Years (6240)	$19.55	$19.84	$20.09
After 4 Years (8320)	$19.83	$20.13	$20.38
After 5 Years (10400)	$20.49	$20.80	$21.06
After 6 Years (12480)	$20.89	$21.20	$21.47
After 7 Years (14560)	$21.47	$21.79	$22.06
After 8 Years (16640)	$21.91	$22.24	$22.52
After 9 Years (18720)	$22.43	$22.77	$23.05
After 10 Years (20800)	$22.87	$23.21	$23.50
After 12 Years (24960)	$23.57	$23.92	$24.22
After 15 Years (31200)	$23.93	$24.29	$24.59
After 20 Years (41600)	$24.12	$24.48	$24.79

NOTE: 6 months = 1040 hours
1 year = 2080

All hours worked, paid vacation hours, paid sick leave hours, and idle holiday hours paid will be considered as hours worked for accrual of vacation, sick leave and movement on the salary schedule. The maximum benefit hours cannot exceed 2,080 in a year.

Section 1. Effective with the first full pay period commencing closest to September 1, 2008 the shift premium shall be one dollar and fifteen cents ($1.15) per hour for nurses working the evening and night shift. Effective with the first full pay period commencing closest to September 1, 2009 the shift premium shall be one dollar and twenty cents ($1.20) per hour for nurses working evening and the night shift. Effective with the first full pay period commencing closest to September 1, 2010 the shift premium shall be one dollar and twenty-five cents ($1.25) per hour for nurses working the evening and the night shift.

Section 2. The Employer shall evaluate the past experience of a nurse and shall give such credit on the wage schedule as the Employer determines is appropriate.

Section 3. A nurse regularly scheduled on the relief and night shift shall be paid at her/his regular rate of pay (including shift differential) while on sick leave, vacation and holidays However shift differential shall not be paid for the holiday premium pay provided for in Article 9, Section 3.

Section 4. Effective with the first full pay period commencing closest to September 1, 2008 an employee shall be paid two dollars and eighty-five cents ($2.85) per hour for on-call duty. Effective with the first full pay period commencing closest to September 1, 2009 an employee shall be paid two dollars and ninety-five cents per hour ($2.95) for on-call duty. Effective with the first full pay period commencing closest to September 1, 2010 an employee shall be paid three dollars and five cents ($3.05) per hour for on-call duty. An employee who is on-call and is called to work shall receive a maximum of four (4) hours pay at time and one-half of the straight time rate but only for the first call to work during the call period. For each subsequent call to work during the same call period, the employee will receive a maximum of two (2) hours of pay at time and one- half the straight time rate. An employee shall not receive call pay while being paid her/his straight time rate of pay. Further, if an employee is called in during a time that she/he is still receiving a portion of a prior guarantee, there shall be no additional guarantee paid so as to avoid a duplication . If, however, part of the guarantee would not constitute duplication of a prior guarantee, that portion that does not constitute a duplication will be paid. An employee shall not receive the premium and/or the guarantee portion of this section once an employee begins his/her scheduled shift.

Section 5. Employees will be paid for actual time spent on mandatory classes.

Section 6. If an employee works a weekend shift, defined as the period from 7:00 a.m. Saturday to 7:00 a.m. Monday, that employee shall receive a differential of fifty- five cents ($.55) per hour. If an employee is otherwise entitled to shift differential as provided for in Section 2 of this Article, the employee will continue to receive that shift differential in addition to receiving the weekend premium provided for in this Section.

ARTICLE 8. OVERTIME

Section 1. If a nurse is required to work more than eighty (80) hours in any two (2) week pay period or in excess of eight (8) hours in any day, the nurse shall be paid at the rate of time and one-half (1Yz) her/his regular rate of pay for all excess time so worked . For the purpose of computing overtime, under this 8 and 80 overtime system, the twenty-four (24) hour work day will begin with the shift changing time following 12:01 a.m. on such day. in connection with the 8 and 80 overtime system, when a nurse on the 11:00 p.m. to 7:30 a.m. shift of any work day as defined herein, completes that shift and works additional consecutive hours at the termination thereof, the nurse shall be paid overtime for such consecutive hours worked in excess of eight (8) although some of the hours worked in excess of eight (8) may fall within the succeeding day.

However, the Medical Center, in its discretion, may adopt an alternate method for the payment of overtime for some or all of its employees. In this alternate method of overtime, if an employee works more than forty (40) hours in a seven (7) consecutive day period, the employee will receive time and one-half (1%) her/his regular rate of pay for all excess time so worked.

All overtime must be approved in advance by the Medical Center. Paid holiday hours, paid vacation hours, and paid sick leave hours will not be counted for overtime purposes. Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for at overtime rates under this section of the contract, they shall not be payable at time and one-half (1%) premium for other provisions of this contract.

If employees are assigned to work shifts of greater than eight (8) hours, benefits paid out such as holiday pay and sick days would be paid based on the regularly scheduled number of hours for that shift.

AWOP days will count towards benefit accrual. In addition, hours for which a nurse is scheduled and subsequently placed in on-call status will also count towards benefit accrual,

Section 2. Change in Shift Times – Prior to making a permanent change in the start or quit time for a shift, the Medical Center will meet with representatives of the Union to discuss the change.

Section 3. Overtime shall be paid in compliance with the applicable law.

ARTICLE 9. PART- TIME NURSES

Section 1. Part-time nurses shall be paid at an hourly rate specified in Article 7. They shall receive the same relief and night shift payments as set forth in this Agreement covering full-time nurses. Part-time nurses sharing weekends and holidays shall be entitled to the length-of-service benefits set forth below. Length-of-service increments are based upon hours worked . All hours paid are considered hours worked only for the purposes of advancement on the salary schedule.

Section 2. Part-time nurses who are willing to rotate shifts and share holidays and weekends shall receive prorated vacation benefits. Prorated vacation benefits shall be granted but in such proportion as the average number of hours per year worked by the nurse bear to the number 2080.

Section 3. Part-time nurses shall be paid at the rate of two (2) times the regular rate of pay for working on a holiday. Part-time over employees will receive four (4) hours of holiday pay for holidays not scheduled to work. Part-time over employees will receive eight (8) hours of pay for a floating holiday.

Section 4. Part-time nurses shall accrue sick leave according to the provisions of Article 11 in such proportion as the number of hours per year worked by the nurse bear to the number 2080.

ARTICLE 10. HOLIDAYS

Section 1. Regular full-time employees shall receive the following eight (8) holidays per year:

New Year's Day	**Labor Day**
Easter	**Thanksgiving**
Memorial	**Christmas**
July 4th	**Floating Holiday**

If the nurse is required to work on such holidays, with the approval of the Medical Center Administration, the nurse shall receive one and one-half (1%) times the nurse's regular rate of pay and be given another day off at the regular rate of pay within thirty (30) days before or after the holiday. If the holiday falls within a nurse's vacation one (1) day shall be added to the vacation. Each eligible employee will be entitled to one (1) floating holiday per calendar year. However, if an employee commences employment on or after July 1 of any year, that employee will not be eligible for a floating holiday until the next calendar year. In addition, any employee who becomes eligible for the floating holiday on or after July 1 of any year will not receive the benefit of the floating holiday until the next calendar year.

Section 2. For nurses working the night shift, a holiday shall be considered to be the calendar day on which the greatest number of hours are worked. For purposes of this section, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which began on December 25. New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 31 through the end of the relief shift which began on January 1. A nurse if scheduled to work more than one (1) shift during the thirty-two (32) hour period on Christmas and/or New Year's Day, shall receive holiday pay for one (1) of the two (2) scheduled shifts on the respective holidays(s).

Section 3. Holidays shall be granted on an alternating basis. In this connection, the Medical Center will attempt to tie the holiday rotation to the weekend rotation process. If an employee's weekend work is changed as a result of the agreement to alternate holidays, that employee shall not be eligible for a weekend bonus because of this change. Employees who are currently scheduled only Monday through Friday will be responsible for rotating weekday holidays. Employees may trade holidays so long as the trade does not involve the payment of a bonus or the payment of overtime and, further, so long as the required skill mix on the unit is met. A different method of scheduling holidays for a unit/department may be submitted to the Medical Center's Labor-Management Committee and implemented if approved unanimously by the members of the Committee. However, holiday scheduling may be returned to the alternating basis as provided for above if the issue is resubmitted

by either the Union or the Medical Center to the Labor-Management Committee and there is no longer unanimity of agreement on the issue.

ARTICLE 11. SICK LEAVE

After completing the one hundred twenty (120) calendar day probationary period, regular full-time nurses are eligible for sick leave for personal illness not to exceed the accumulated amount. During the first one hundred twenty (120) calendar days of employment, sick leave benefits are accrued but can only be utilized for sick leave following the one hundred twenty (120) calendar day probationary period. Sick leave will be earned and accumulated at the rate of one (1) day for each month the nurse is continuously employed on a full-time basis until seventy-two (72) days of sick leave have been earned and accumulated. When sick leave is used after the accumulated maximum number of days have been earned, the nurse will then accumulate sick leave at the rate of one (1) day for each month of full-time employment until the nurse again has reached the accumulated credit of seventy-two (72) days of unused sick leave. A nurse will be able to use up to two (2) accumulated and unused sick leave days per calendar year for the illness of members of the immediate family. The term "immediate family" shall include parents, spouse, children, spouse's parents, brothers, sisters, grandparents and grandchildren. If employment with the Medical Center is continuous, the sick leave balance will transfer with the employee. In order to be eligible for the payment of sick leave, a nurse must notify the Medical Center at least two (2) hours prior to the commencement of his/her shift that he/she will be absent due to illness or injury.

Article 13 – PTO does not apply to employees who accrue the Sick Leave and Vacation benefit.

ARTICLE 12. VACATIONS

Section 1. A Nurse who has been employed continuously on a full-time basis for one, two, three, and four years shall be granted two (2) weeks (ten (10) days) vacationwith pay each year. Nurses who have been employed continuously on a full-time basis forfive (5) years shall receive three (3) weeks (fifteen (15) days) vacation with pay each year. Nurses who have been employed continuously on a full-time basis for six (6) years shall receive sixteen (16) days' vacation with pay each year. Nurses who have been employed continuously on a full-time basis for seven (7) years shall receive seventeen (17) days' vacation with pay each year. Nurses who have been employed continuously on a full-time basis for eight (8) years or more shall receive four (4) weeks (twenty (20) days) vacation with pay each year. Nurses who have been employed continuously on a full-time basis for twenty-five (25) years or more shall receive five (5) weeks (twenty-five (25) days) vacation with pay each year All periods of continuous employment with the Medical Center count towards vacation accrual.

Vacation shall be accrued based on hours worked. However, AWOP days will count as hours worked for purposes of benefit accrual. The accrual rate shall be as follow:

a) Two (2) weeks vacation - .03846 vacation hours accrued for each hour of work. Annual maximum hours of work counted - 2,080. Annual maximum vacation hours accrued - eighty (80) hours;

b) Three (3) weeks vacation - .05769 vacation hours accrued for each hour of work. Annual maximum hours of work counted - 2,080. Annual maximum vacation hours accrued - one hundred twenty (120) hours;

c) Sixteen (16) days vacation - .06154 vacation hours accrued for each hour of work. Annual maximum hours of work counted - 2,080. Annual maximum vacation hours accrued - one hundred twenty-eight (128) hours;

d) Seventeen (17) days vacation - .06538 vacation hours accrued for each hour of work. Annual maximum hours of work counted - 2,080. Annual maximum vacation hours accrued - one hundred thirty-six (136) hours;

e) Four (4) weeks vacation - .07693 vacation hours accrued for each hour of work. Annual maximum hours of work counted - 2,080. Annual maximum vacation hours accrued - one hundred sixty (160) hours;

f) Five (5) weeks vacation - .0961 vacation hours accrued for each hour of work. Annual maximum hours of work counted – 2,080. Annual maximum vacation hours accrued – two hundred (200) hours;

Vacation shall be available to be taken as it is accrued based on the applicable vacation increment schedule as noted above. Nurses may bank up to two (2) times their current annual accrual rate, based on their hours worked. However, any vacation accrued in excess of that maximum will be forfeited.

Section 2. New Employee Eligibility. A nurse will be eligible to use vacation as it is accrued, after successfully completing her/his probationary period.

Section 3. Eligibility for Vacation. Eligibility for vacation will be determined on the anniversary date of employment.

Section 4. Terminal Vacation. Nurses shall be granted terminal vacation prorated according to the provisions of this Article, provided the nurse has been employed continuously on a full-time basis or its equivalency for one year or longer; and if the nurse provides the Medical Center with four (4) weeks' written notice.

Article 13 – PTO does not apply to employees who accrue the Sick Leave and Vacation benefit.

ARTICLE 13. PTO

Within ninety (90) calendar days of the ratification of this contract, all current employees will have a one-time opportunity to convert to the Essentia Health Central Region PTO (Paid Time Off) benefit that is offered from time to time to the Medical Center's non-contract employees. AFSCME members accrue at the non-contract technical and clerical employee accrual rates.

All newly hired employees or employees who transfer into an AFSCME governed position as of the date of ratification of the contract, shall participate in the Essentia Health Central Region Paid Time (PTO) Benefit that is offered from time to time to the Medical Center's non-contract employees. AFSCME members accrue at the non-contract technical and clerical employee accrual rates. Employees who are covered under the PTO program are not eligible for the vacation, sick and holiday time provisions of this article.

Article 11 – Sick Leave and Article 12 – Vacations do not apply to employees who accrue the PTO benefit and EIB (Extended Illness Bank).

ARTICLE 14. WELFARE

Section 1. Health Insurance: Eligible employee will be covered by the Medical Center's non-contract health plan(s) on the same terms and conditions, including but not limited to eligibility, premium structure and plan design, that this plan(s) is made available to the Medical Center's non-contract employees and as that plan(s) may be changed by the Medical Center from time to time.

Eligible nurses desiring to cover their dependents under this plan may authorize a payroll deduction to pay the additional premium necessary to obtain such coverage.

Section 2. The Medical Center will provide, at no cost to eligible employees the disability insurance benefit plan that is offered to non-contract employees. This plan will be available to all employees who are permanently assigned a schedule of eight (8) or more shifts (.8 FTE or greater) every two (2) weeks. Any change in this Plan will be discussed in Labor Management before the Medical Center implements any change.

Section 3. The Medical Center shall make available to eligible employees the same life insurance plan that is made available from time to time to non-contract rank and file employees of the Medical Center.

Section 4. The Medical Center shall make available to eligible employees the opportunity to contribute money to a 401(k) Plan. The Medical Center will match the employee's contribution not to exceed four percent (4%) of eligible salary. The terms of the 401(k) Plan, including but not limited to eligibility standards, excluding the Medical Center's percentage of matching contribution, will be the same as the plan offered from time to time to the Medical Center's non-contract employees. Effective September 1, 2009 the Medical Center will match the employee's contribution not to exceed five percent (5%) of eligible salary.

Section 5. Dental: The Employer will offer, without employee contribution, Single Basic Dental coverage to employees on the same terms and conditions as non-contract employees. If the employee wishes to obtain family dental coverage and if available under the rules of the carrier, the employee can obtain such coverage at his/her own expense if permitted by the carrier. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing of any change in dental benefits.

Section 6. The Medical Center has agreed to implement a Section 125/129 Plan for the purpose of providing a method to pay qualifying expenses on a pre-tax basis. The terms of the Plan, including but not limited to eligibility standards, will be the same as thePlan offered from time to time to the Medical Center's non-contract employees.

ARTICLE 15. DISCHARGE AND TERMINATION

Section 1. The nurse shall be required to give the Medical Center a four (4) week notice for termination of employment and the Medical Center will give a nurse a four (4) week notice of termination of employment except no notice shall be required if the termination is for just cause. A nurse claiming terminal vacation pay shall give the Medical Center four (4) weeks' written notice for termination of employment. The Medical Center may also grant terminal vacation pay in unusual circumstances when the reason for terminating the services are beyond the control of the nurse (spouse's transfer, illness).

Section 2. The Medical Center shall not discharge any nurse covered by this Agreement without just cause. Any nurse charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge.

ARTICLE 16. LEAVE OF ABSENCE

A leave of absence without pay will be granted to a nurse for the following purposes:

Section 1. Personal Illness/Disability - An employee will be eligible for a leave of absence without pay not to exceed six (6) months for personal illness or disability (including disabilities resulting from pregnancy and childbirth) which cause the employeeto be unable to perform her/his duties. An employee returning from the leave within thefirst three (3) months of the leave will be returned to the nurse's same position. If an employee returns from the leave of absence during the second three (3) month period, theemployee will be returned to her/his previous classification only if a position is open andavailable. If no position is open and available, then that employee shall be placed on apreferential return to work list and will receive the next available position for which she/heis qualified. If an employee does not return to work within the six (6) month period, set forthabove, that employee will be deemed to have voluntarily terminated her/his employment.

Section 2. Critical Illness or Death in Immediate Family - For critical illness or death in the immediate family, a leave of absence will be granted not to exceed four (4) weeks. Immediate family shall be defined as parents, brothers, sisters, husband, wife,

son, and daughter . The terms "son" or "daughter" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self care because of a mental or physical disability. The term "parents", as used above, will be given the same definition as provided for in the Family Medical Leave Act. If the critical illness of an immediate family member continues beyond the four (4) weeks described above, a nurse will be entitled to an extension of the unpaid leave up to an additional eight (8) weeks. To be eligible for the eight (8) week extension, a nurse must have been employed for twelve (12) months and had twelve hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the leave.

Section 3. Birth, Adoption, and Foster Care - A leave of absence because of a birth of a son or daughter of the nurse and in order to care for the newborn child; or because of the placement of a son or daughter with the employee for adoption or foster care, shall be granted for a period of up to twelve (12) weeks at the request of the nurse. To be eligible for this leave of absence, a nurse must have been employed for twelve (12) months and had twelve hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the leave.

Section 4. Benefit Accrual - All benefits herein referred to in this agreement, which have been accrued at the time of any unpaid leave, shall be retained but no additional benefits shall accrue during the leave. Unpaid leave time shall also be excluded for the purpose of determining length of service credits.

Section 5. Certification - The Medical Center reserves the right to require the employee requesting a leave of absence pursuant to Article 15, Sections 1 and 2, to obtain certification from a physician attesting to the medical necessity for the leave and such other information that may be requested by the Medical Center. The Medical Center also reserves the right to require a periodic recertification while the employee is on a leave of absence. Upon the employee requesting to return from an authorized leave, the Medical Center may require the employee to submit a certification from a physician attesting to the employee's ability to return to work and safely perform the duties of a nurse. The Medical Center reserves the right to have an employee examined by a physician of its choosing regarding these 'certification" issues. An individual who is on an authorized leave of absence pursuant to Article 15, Sections 1, 2, and 3, may be able to continue their health insurance by continuing to make the employee's contribution to that coverage during the length of the authorized leave. This right to continue coverage, as described in the preceding sentence, shall not exceed a total of twelve (12) weeks of continuation in any twelve (12) month period as provided for in the Family and Medical Leave Act. The Medical Center shall advise a nurse of what day the check must be received by the Medical Center's facility in order to continue the health insurance. Nurses who do not comply with this obligation to pay the employee's portion of health care coverage will be deleted from insurance coverage.

Section 6. **Continuing Education**- The Medical Center and Union recognize the importance of continuing education. Therefore, the Medical Center will make available continuing education programs to the nurses. Every attempt will be made to schedule such programs at times convenient for the nurses. Attendance , unless otherwise stated by the Medical Center, shall be voluntary. Nurses covered by this Agreement may participate in the Medical Center's tuition reimbursement program.

Section 7. **Funeral Leave** - After beginning date of employment, the nurse shall be eligible for up to three (3) working days off with pay for a death in her/his immediate family: Parents, spouse, children, spouse's parents, brothers, sisters, grandparents, and grandchildren.

ARTICLE 17. GRIEVANCE AND ARBITRATION

It is mutually agreed that all grievances arising during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance shall bedefined as a controversy arising over the interpretation of or adherence to the writtenterms and provisions of this Agreement. The Union may file grievances on behalf ofindividual employees or groups of employees but only if the Union names each of theindividuals that is the subject of the grievance. Further, any such grievance must meetthe time limits provided for in the grievance procedure as any other individual would beexpected to meet. The following procedure shall be followed when a dispute arises:

Step One: The employee will informally discuss and attempt to resolve the dispute with the employee's nurse manager.

Step Two: If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing and submitted to the Director, Human Resources. The written grievance shall describe the nature of the grievance being asserted, the section(s) of the contract allegedly violated, and it must be signed by the individual employee or employees alleging the grievance. In addition, the written grievance must be received by the Director, Human Resources within ten (10) calendar days after the date of occurrence which necessitated the filing of the grievance . Grievances relating to wages shall be timely if received by the Director, Human Resources within fourteen (14) calendar days after the pay day for the period during which the grievance occurred . Subsequent to receipt of the grievance, the Union may request a meeting with the Medical Center in order to discuss the grievance. The Medical Center will advise the Union in writing within ten (10) calendar days, with respect to its position on the grievance. If the Medical Center fails to respond within the time provided, the grievance shall be considered denied by the Medical Center.

Step Three: If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and may be submitted via United States Postal Service or in person to the Director, Human Resources within ten (10) calendar days following receipt by the Union of the Medical Center's written reply to the grievance. The arbitration request shall be

referred to a Board of Arbitration, composed of one representative of the Union, one representative of the Medical Center, and a third neutral member to be selected by the first two. In the event the first two cannot agree upon a third neutral member within ten (10) days after submission of the grievance to arbitration, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The Board of Arbitration shall conduct a hearing and shall decide the grievance. The Board of Arbitration shall have only the power to interpret and apply the express written provisions of this agreement. The Board of Arbitration shall have no power to amend, delete, add to, or modify in any way the written provisions of this agreement.

A majority decision of the Board of Arbitration will be final and binding upon the Union, the Medical Center and the employee. The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union, and the Medical Center and the Union shall be responsible for their own expenses. If either party requests that the arbitration hearing be transcribed by a court reporter, such transcript shall become a part of the record of the case and submitted to the Board of Arbitration, but the party requesting the transcript shall be responsible for its cost. This cost may be split between the parties by mutual agreement.

The time limitation set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided for herein may be extended by mutual written agreement between the Medical Center and the Union. All time spent by employees of the Medical Center attempting to adjust a grievance pursuant to this Article shall not be considered hours worked, and the time spent shall not be compensated by the Medical Center.

ARTICLE 18. NO STRIKES OR LOCKOUTS

The Medical Center, the Union, and employees recognize that it is essential that patient care be provided on an uninterrupted basis for the welfare of patients and the community. Accordingly , the Union and the employees agree that there shall be nostrikes, picketing, work stoppages, slowdowns, sympathy strikes, bannering or othersimilar actions, of any kind whatsoever, during the term of this Agreement. Thisprohibition against strikes and other action prohibited by this Article shall be absoluteand shall apply regardless of whether the dispute is subject to arbitration and regardlessof whether or not the strike is the result of an unfair labor practice.

ARTICLE 19. PROBATION

Section 1. All nurses employed after the execution of this Agreement will have a probationary status of 120 days. During such period, the Medical Center shall determine the fitness and ability of any such new nurse for the job for which the nurse has been

employed. During the above period, the Medical Center may discharge such probationary nurse without cause and without the same constituting a breach of this Agreement or a grievance hereunder.

ARTICLE 20. SENIORITY AND LAYOFF PROCEDURE

Section 1. Seniority is established primarily to serve as a basis for the layoff and re-employment of employees.

Section 2. In the event that it is necessary to lay off nurses due to lack of work, nurses shall be laid off on the basis of the least length of employment in the bargaining unit since the most recent date of employment with the Medical Center.

1. Procedure: In the event the Medical Center closes, merges, or consolidates units or effects a reduction of staff in the Medical Center at large:

a. Nurses will be offered voluntary leave

b. The least senior nurses on the affected unit would be offered the opportunity to transfer to vacant or new positions for which the nurse is qualified. If such positions are nonexistent, the nurse would:

i. replace less senior nurses per this Section,

ii. accept layoff and retain recall rights. A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay upon written request to the Medical Center therefore.

c. Seniority shall be lost if the nurse is not recalled from layoff within one (1) year. Provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the Medical Center within thirty (30) days before the expiration of the first year of layoff. The nurse and the AFSCME will be given two (2) weeks written notice in advance of any layoff.

d. If there has been a layoff, the Medical Center shall not newly employ nurses into the bargaining unit, shall not transfer or temporarily assign non-bargaining unit nurses into the bargaining unit, shall not request casual part-time nurses to work nor use temporary nurses until all nurses holding length of employment rights who are qualified or who could become qualified within a reasonable period of orientation, not to exceed three (3) weeks, shall have been recalled. Recall shall be in

reverse order of length of employment in the bargaining unit.

e. Exceptions to Layoff Procedure: It is expressly agreed that the operation of this Section shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of the sequence described above, however, only if the nurses with greater length of employment do not have the ability to become qualified.

"Qualified" means the ability to independently provide safe, direct patient care for the standard caseload on the unit within a reasonable period of orientation, not to exceed three (3) weeks or as mutually agreed upon in writing, but said term does not require proficiency in all technical skills or the performance of leadership roles.

Section 3. Re-employment procedure will be implemented in reverse order of the procedure defined above. If an employee is not recalled from layoff within one (1) year of the date of their layoff, that employee's recall rights shall terminate.

Section 4. Employees on layoff may work in non-contract positions without jeopardizing layoff status

Mandatory AWOP Days. It may be necessary from time to time to make temporary staffing adjustments on a daily basis due to low census. When the Medical Center determines that a AWOP day is necessary, it will advise the junior employee on the shift affected that he or she is not needed. This practice will continue through the seniority list with the intent being that all employees share as equally as possible in AWOP days. Before resorting to mandatory AWOP, the Medical Center will offer nurses an opportunity to voluntarily request a low need day without pay. Should the Medical Center determine that certain skills are necessary for proper patient care, it reserves the right to retain a junior employee possessing the necessary skills and advising the more senior employee that he or she will not be needed provided that the senior employee does not have the necessary skills. It is the intent of the parties that this provision will not have the effect of denying patients proper nursing care. The Medical Center will use a calendar year for purposes of attempting to equalize a low census burden. In the event that the Medical Center deems it necessary to assign a mandatory AWOP shift, the Medical Center will attempt to contact the nurse who is to be assigned a mandatory AWOP day and will document its effort to contact that person. If there is no answer, the staffing office or designee will reasonably attempt notification up to the time the shift begins (excluding the hours after 11:30 p.m. and before 5:30 a.m.). If there is a documented attempt to contact the nurse two (2) or more hours prior to the start of the shift, the nurse shall not be entitled to any report pay. Employees receiving less than two (2) hours' notice and who report for a scheduled shift shall be guaranteed at least two (2) hours of work.

ARTICLE 21. ROTATION OF DUTY

Nurses with length of employment in the Medical Center of twenty thousand eight hundred (20,800) hours or more as defined in Article 19 shall be afforded the opportunity to work a permanent shift of the nurse's choice subject to the following conditions:

a) The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.

b) If not all 20,800 hour nurses can be offered a permanent shift on a unit, such offering shall be made first to full-time nurses on the basis of length of employment in the Medical Center as defined in Article 19. The opportunity to elect a permanent shift of the nurse's choice shall thereafter be offered to eligible part-time nurses on the basis of length of employment.

c) To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of permanent day shifts.

d) Eligible nurses who cannot be offered a permanent shift on her/his present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established. Provided, that such nurse is presently qualified, with station orientation, to perform the duties of the vacant position in the other unit.

e) Nurses with five (5) years or more of service shall not be required to work more than days and reliefs or days and nights.

ARTICLE 22. DRUG AND ALCOHOL TESTING

Any drug and / or alcohol testing of employees will follow the provisions of the Essentia Health Drug and Alcohol Testing policy in effect for non-contract employees of the Medical Center as modified from time to time by the Medical Center and complies with applicable state and federal law.

ARTICLE 23. DURATION OF AGREEMENT

Except as otherwise provided for in this Agreement, this Agreement shall be in full force and effect from September 1, 2014 through August 31, 2017. This Agreementshall continue in effect from year to year thereafter unless written notice of desire tochange or terminate the Agreement is given by either party to the other at least ninety (90) days prior to August 31.

IN WITNESS WHEREOF , the undersigned have caused this Agreement to become effective and duly be executed by their authorized representatives.

ST. JOSEPH'S MEDICAL CENTER	AFSCME/MLPNA LOCAL 105 COUNCIL 65, AFL-CIO
By: Drone J Dauder	By: Mary M Pirkaraine
Title: Chief Human Resource Officer	Title: Lpn
Date Signed:	Date Signed: 1-5-18
By: Patricia R DeLong	By: Ginger Thrasher
Title: Chief Nursing Officer 1/8/18	Title: AFSCME Rep.
Date Signed: 12-26-17	Date Signed: Jan. 5, 2018
By: Susan Carlson	By:
Title: Director of HR Business Partners	Title:
Date Signed:	Date Signed:
By: Sara Dorfman	
Title: Director of Employee & Labor Relations	
Date Signed: December 21, 2017	
By: Brenda Emerson	
Title: Sr. Employee & Labor Relations Specialist	
Date Signed: December 21, 2017	

LETTER OF UNDERSTANDING

If the Medical Center's practice is not to count on-call hours as paid hours for purposes of Article 9, Section 1, then the Union agrees that this practice is not a violation of the contract.

ST. JOSEPH'S MEDICAL CENTER	AFSCME/MLPNA LOCAL 105 COUNCIL 65, AFL-CIO
By: [signature]	By: Ginger Thrasher, rep, 1
Title:	Title: Mary M Pikkarainen 1/15/2015
Date Signed:	Date Signed: Jan. 15, 2015