

AGREEMENT

BETWEEN

ALOMERE HEALTH

AND THE

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, COUNCIL NO. 65  
MLPNA

DECEMBER 1, 2018 - NOVEMBER 30, 2021

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## **PREAMBLE**

This is an AGREEMENT made and entered into on this 1st day of December 2018 by and between Alomere Health, hereinafter referred to as the HOSPITAL and the American Federation of State, County, and Municipal Employees, Council No. 65, MLPNA, hereinafter referred to as the UNION as follows:

### **ARTICLE 1 - SCOPE AND DEFINITIONS**

- 1.1 The UNION shall be the exclusive representative of all Licensed Practical Nurses in the Nursing Department, excluding Licensed Practical Nurses in Central Supply and also excluding all other employees.
- 1.2 The term “nurse” as used herein shall mean “Licensed Practical Nurse.” The term “Licensed Practical Nurse” shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nurses as a Licensed Practical Nurse and performing nursing functions or duties. The HOSPITAL and UNION agree that only persons so licensed shall be recognized as Licensed Practical Nurses.

Licensed Practical Nurses shall be given the opportunity to avail themselves of all in-service training programs and educational seminars offered to other nursing personnel in the HOSPITAL so long as such attendance does not force the Employer to pay overtime or cause the hospital to be understaffed with Licensed Practical Nurses. Nurses who successfully complete the programs and/or educational seminars shall be offered the opportunity of filling vacancies in areas requiring such skills as vacancies occur. Nurses will be given the opportunity for proper orientation to the extent practicable to enable them to perform work that is or becomes available.

- 1.3 Except as otherwise indicated, the terms and conditions of this AGREEMENT shall apply to full-time and part-time Licensed Practical Nurses. A full-time nurse is one employed and normally scheduled to work eighty (80) hours in each two- (2) week work period. A part-time nurse is one employed and normally scheduled to work less than eighty (80) hours in each two- (2) week work period.

### **ARTICLE 2 - JOB SECURITY**

- 2.1 Any proposed alterations in job descriptions, responsibilities, or functions shall be communicated in writing thirty (30) days prior to the proposed date of implementation to the UNION.
- 2.2 The HOSPITAL will post electronically a notice of any position to be filled by a Licensed Practical Nurse for a period of five (5) working days prior to filling such position. Any nurse currently employed by the HOSPITAL and qualified to fill the position shall be granted such

position upon application. In the event more than one qualified nurse applies for the same position, seniority shall be the determining factor.

2.3 When reducing the number of nurses scheduled on a particular shift, the following procedure will be utilized:

- A. Voluntary cancel days will be requested from nurses on the affected shift in accordance with the staffing patterns established for that shift by the Employer.
- B. If the needed reduction is not accomplished by the above, nurses will be required to take a cancel day on the basis of seniority within the shift, provided the more senior nurses are qualified and properly oriented to perform the available work. Full and part-time nurses shall not be required to take more than five (5) mandatory cancel days per calendar year before being placed on lay-off status.
- C. A nurse required to take a cancel day will be given at least two (2) hours advance notice.
- D. All eligible nurses shall continue to accrue the following benefits when requested to take voluntary or mandatory cancel days:

- Sick Leave
- Vacation
- Health Insurance
- Salary Increments
- Seniority

Nurses having hours reduced shall be given the first opportunity, if qualified, for subsequent additional work hours that may become available to replace work hours lost.

- E. No nurse shall be required to take more than two (2) absent days in any one (1) pay period.

### **ARTICLE 3 - PROBATIONARY PERIOD**

3.1 The first one hundred twenty (120) days of employment of all nurses will be a probationary period.

3.2 During the probationary period the HOSPITAL may terminate the employment of the nurse at any time for just cause only. Disciplinary action taken by the HOSPITAL during the probationary period shall not be subject to grievance.

3.3 Upon satisfactory completion of the probationary period, the nurse shall be granted seniority dating from the commencement of the nurse's current employment. In addition,

all benefits shall accrue from the initial day of employment and will be credited to the nurse upon completion of the probationary period.

#### **ARTICLE 4 - HEALTH PROGRAM**

- 4.1 In accordance with the Alomere Health TB Policy, baseline Mantoux tests will be administered free of charge. If indicated by a positive Mantoux, a chest X-ray will be requested at no expense to the Nurse. Nurses who work in specific high-risk areas, as defined in the TB Policy, will receive an annual Mantoux test at no charge. Influenza vaccinations will be offered free of charge to all nurses. Annually, a lipid profile along with a fasting blood sugar test will be offered at no cost to the nurse. If desired, specific additional lab tests may be performed through Direct Access by the Hospital's lab department, at cost. Failure to take the Mantoux test will result in the nurse not being scheduled for work.
- 4.2 A nurse who has suffered an exposure in the workplace to an infectious agent, and as a result is not permitted to work during an incubation period or other period of time as determined by the CDC guidelines, shall be kept whole for loss of salary and benefits including pension and seniority. The nurse will not be required to use sick leave during this period of absence from work. The provisions of this paragraph shall apply for a period of six (6) months commencing on the first day on which the nurse is not permitted to work. If the affected nurse receives Workers' Compensation benefits or any other type of disability income during this period, the HOSPITAL shall be credited with such payment and shall be liable only for the difference between the compensation so received by the nurse and the nurse's regular pay rate.

#### **ARTICLE 5 - HOURS**

- 5.1 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks, fourteen (14) consecutive days. The regular work day will be eight (8) consecutive hours. If a nurse is required to work in excess of eighty (80) hours during said two- (2) week period or in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of eight (8) consecutive hours, the nurse will be paid at one and one-half (1-1/2) times their regular rate of pay for all excess time so worked. Nurses working in excess of twelve (12) consecutive hours will be paid double time (2) for all hours worked in excess of twelve (12) consecutive hours.

Nurses assigned to a basic forty- (40) hour work week over a period of one week (seven (7) consecutive days) who are required to work more than forty (40) hours in their work week shall be paid one and one-half (1 ½) times their regular rate of pay for all hours over forty.

- 5.2 The general pattern of scheduling work will be as follows:
- A. Nurses will have alternate weekends (Saturday and Sunday) off. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are

scheduled in one (1) week provided that not more than ten (10) days of work are scheduled in any two (2) work weeks. The general pattern of scheduling may provide for either consecutive days off or non-consecutive days off. The weekend shall be considered as beginning Friday at 3:00 P.M. and ending Monday at 7:00 A.M.

- B. Nurses shall not be required to work more than two (2) of three (3) shifts (days, relief or nights) during a fourteen- (14) day period.
  - C. Nurses shall not be scheduled to work more than seven (7) consecutive days.
  - D. There shall be at least twelve (12) hours between assigned shifts (days, relief or nights) except on days prior to scheduled days off. Nurses will not be scheduled to work back-to-back shifts except in cases of emergency or unless it is mutually agreeable to both the nurse and the HOSPITAL.
  - E. Nurses shall be allowed fifteen (15) minutes paid relief in each scheduled four (4) hour work period.
  - F. Completed work schedules will be posted covering a four- (4) week period, at least one (1) week in advance of the time covered by such a schedule. If schedules are altered and the nurse is not made aware of the change and reports on the nurse's regularly scheduled shift, the nurse shall receive a minimum of three (3) hours pay.
  - G. Exceptions to the general pattern of scheduling may be made by agreement between the HOSPITAL and the nurse concerned or in cases of emergency or unavoidable situations where the application of the general pattern would have the effect of depriving patients of needed nursing service.
- 5.3 Nurses required to work more than two (2) weekends in four (4) will be paid an additional one hundred (\$100.00) dollars per each extra shift worked (prorated on an hourly basis) on such extra weekend days. This will not apply if this is at the nurse's request or if due to exchange with another nurse with mutual consent of scheduled hours.
- 5.4 The HOSPITAL agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the HOSPITAL.
- 5.5
- (a) A nurse who is scheduled to work and reports for work shall be guaranteed three (3) hours pay except where the HOSPITAL has made reasonable efforts, at least two (2) hours before the start of the shift, to advise the nurse not to report for work.
  - (b) A nurse who agrees to go to on-call status in lieu of her regularly scheduled shift and who is then called to work that same shift shall be paid at time and one-half (1-1/2) her regular rate of pay for the shift hours actually worked.

- 5.6 Overtime shall be added to regular hours worked in the establishment of seniority.
- 5.7 In the event a nurse is required by the HOSPITAL to attend in-service training programs, at times when the nurse is not scheduled to work, such nurse shall receive payment for attendance at such sessions at the applicable rate of pay.
- 5.8 Paid sick leave, holiday, and vacation hours shall be considered as hours worked for the purpose of computing contractual benefits based upon seniority.
- 5.9 Flexible Scheduling: The HOSPITAL and individual nurses and/or units of nurses may mutually agree on a pattern of work schedules providing for work days in excess of eight (8) hours per day or a maximum of twelve (12) hours per day, subject to the following conditions:
- A. Mutual agreements for work schedules providing for work days in excess of eight (8) hours per day may be changed by either the nurses or the HOSPITAL with four (4) weeks advance notice of intent to revert to normal eight (8) hour scheduling.
  - B. Nurses working more than eight (8) hour days will not receive overtime pay unless they are assigned to work more than their regularly scheduled shift or forty (40) hours per week.
  - C. Nurses shall accrue sick leave as described in ARTICLE 9, "Sick Leave."
  - D. Full-time nurses will receive seventy-two (72) hours of holiday pay per year. Part-time nurses will receive holiday benefits as stipulated by ARTICLE 12, Section 3, modified to provide changes based on the length of shifts actually worked.
  - E. Nurses shall accrue vacation leave as described in ARTICLE 8, "Vacations."
  - F. The HOSPITAL will not discriminate against any nurse who desires to or does not desire to work a different-than-normal work schedule.
  - G. Nurses assigned shifts that include hours of work between the hours of 3:00 P.M. and 11:00 P.M. shall be paid an additional one dollar and fifty cents (\$1.50) per hour shift differential for all hours worked between 3:00 P.M. and 11:30 P.M.
  - H. Nurses assigned shifts that include hours of work between the hours of 11:00 P.M. and 7:30 A.M. shall be paid an additional one dollar and fifty cents (\$1.50) per hour shift differential for all hours worked between 11:00 P.M. and 7:30 A.M.
  - I. If a nurse worked either of these shifts exclusively, the shift differential shall be doubled and the differential shall be added to vacation, holiday, and sick pay.



- J. Nurses assigned to work extended hours shall be paid shift differential for such scheduled hours between 3:00 and 11:30 P.M., and between 11:00 P.M. and 7:30 A.M. when no premium pay is to be paid for such extended hours.
- K. All nurses serving on the negotiating committee will receive credit for hours spent at the table for accumulation of benefits and seniority.

**ARTICLE 6 - SALARY AND INCREMENTS**

6.1 The basic salary for nurses covered by this AGREEMENT will be as follows:

**Effective 12/01/18 (2% wage increase)**

<u>Level</u>	<u>Hourly</u>	<u>Monthly</u>
Start	18.998	3,293
1 Year	19.359	3,356
2 Year	19.665	3,409
3 Year	20.003	3,467
4 Year	20.348	3,527
5 Year	20.777	3,601
6 Year	21.239	3,681
7 Year	21.577	3,740
8 Year	21.935	3,802
9 Year	22.253	3,857
10 Year	22.701	3,935
12 Year	23.481	4,070
15 Year	23.835	4,131
20 Year	24.548	4,255

**Effective 12/01/19 (2% wage increase)**

<u>Level</u>	<u>Hourly</u>	<u>Monthly</u>
Start	19.378	3,359
1 Year	19.746	3,423
2 Year	20.058	3,477
3 Year	20.403	3,537
4 Year	20.755	3,598
5 Year	21.193	3,673
6 Year	21.664	3,755
7 Year	22.009	3,815
8 Year	22.374	3,878
9 Year	22.698	3,934
10 Year	23.155	4,014
12 Year	23.951	4,152
15 Year	24.312	4,214
20 Year	25.039	4,340

**Effective 12/01/20 (2% wage increase)**

<u>Level</u>	<u>Hourly</u>	<u>Monthly</u>
Start	19.766	3,426
1 Year	20.141	3,491
2 Year	20.459	3,546
3 Year	20.811	3,607
4 Year	21.170	3,669
5 Year	21.617	3,747
6 Year	22.097	3,830
7 Year	22.449	3,891
8 Year	22.821	3,956
9 Year	23.152	4,013
10 Year	23.618	4,094
12 Year	24.430	4,235
15 Year	24.798	4,298
20 Year	25.540	4,427

- 6.2 Full-time and part-time nurses will advance to the next step on the salary schedule upon completion of each 2080 hours of employment with the facility.
- 6.3 Nurses working the either the evening or night shifts shall be paid an additional one dollar and fifty cents (\$1.50) per hour. If a nurse works either of these shifts exclusively, the shift differential shall be doubled and the differential shall be added to vacations, holiday, and sick pay. Night shift differential shall include nurses working shifts that start from 0500-0700. Night shift differential of one dollar and fifty cents (\$1.50) will be paid for hours worked between 0500 and 0700.
- 6.4 Upon employment by the HOSPITAL of a nurse who has had prior experience as a Licensed Practical Nurse, the HOSPITAL will review and evaluate the experience and qualifications of such nurse and assign such credit as the HOSPITAL deems reasonable to the previous experience of the nurse. For the purpose of compensation of the nurse under ARTICLE 6 of this AGREEMENT relating to salary, this credit will be considered as the equivalent of employment in the HOSPITAL.
- 6.5 Nurses who are requested by the HOSPITAL and who agree to be on call shall be paid four dollars and fifty cents (\$4.50) per hour for such on-call time. Nurses called to work from on-call status shall be paid a minimum of two (2) hours of pay at the rate of time and one-half (1-1/2).
- 6.6 A nurse called to work an unscheduled shift shall be paid for eight (8) hours if the nurse reports within two (2) hours of the beginning of the shift. If the nurse is unable to report within two (2) hours of the beginning of the shift, the nurse shall be paid from the time called or from one (1) hour prior to reporting, whichever is less.

**ARTICLE 7 - HOLIDAYS**

7.1 All full-time nurses shall be granted the following holidays with pay:

- |                |                           |
|----------------|---------------------------|
| NEW YEAR’S DAY | EASTER                    |
| MEMORIAL DAY   | FOURTH OF JULY            |
| LABOR DAY      | THANKSGIVING DAY          |
| CHRISTMAS DAY  | TWO (2) FLOATING HOLIDAYS |
- (to be agreed upon between the HOSPITAL and the nurse.)

For purposes of this AGREEMENT, the Christmas holiday shall commence beginning with the evening shift on December 24 and ending at the end of the evening shift on December 25. The New Year’s holiday shall commence with the shifts beginning at 3:00 P.M. on December 31 and ending at 3:30 P.M. on January 1. Those completing their shift at 3:30 P.M. on December 31 or starting their shift at 3:00 P.M. on January 1 shall not be considered as working a holiday. If the nurse works on the holiday or it falls on a day off, one (1) day off within the thirty- (30) day period before or after the holiday shall be given. In order to be eligible for holiday pay, a nurse must work the last scheduled work day before and the first scheduled work day after the holiday, unless the nurse is excused or is unable to work because of a proven illness. The floating holidays are earned as of January 1<sup>st</sup> of each year and are to be taken any time between January 1<sup>st</sup> and December 31<sup>st</sup> of that year. Nurses hired after January 1<sup>st</sup> will not receive a floating holiday until after January 1<sup>st</sup> of the year following their initial year of employment.

**ARTICLE 8 - VACATIONS**

8.1 Nurses shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Rate of Accrual</u>
New hire	.0385/hour paid (80 hours)
After three (3) years	.0577/hour paid (120 hours)
After five (5) years	.0769/hour paid (160 hours)
After fifteen (15) years	.0808/hour paid (168 hours)
After twenty (20) years	.0846/hour paid (176 hours)

8.2 Nurses may not use any accrued vacation until after they have been employed for a minimum of ninety (90) calendar days. Nurses do not accrue vacation on hours over eighty (80) in a pay period.

8.3 Nurses whose employment terminates will be paid for unused vacation credit.

8.4 Nurses regularly employed on the relief or night shift shall be paid at the nurse’s regular rate of pay (“regular rate of pay” include’s the nurse’s per-hour shift differential) while on vacation.

- 8.5 Vacations will be taken at the mutual convenience of the department and the nurse in increments of not less than four (4) hours. In the event more than one (1) nurse requests the same time off and all requests cannot be honored, requests will be honored in the order in which they were received in the nursing office.
- 8.6 To receive payout of accrued, unused vacation upon termination, nurses resigning from the HOSPITAL must provide not less than thirty (30) days' advance notice.

**ARTICLE 9 - SICK LEAVE**

- 9.1 A nurse will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. Nurses shall accrue sick leave on an annualized basis of ninety six (96) hours per year (.0461 sick leave hours per hours paid), to a maximum of seven hundred twenty (720) hours.

Once a nurse has accumulated seven hundred twenty (720) hours of unused sick leave, he/she cannot accrue additional sick leave hours. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until the nurse again has reached an accumulated credit of seven hundred twenty (720) hours of unused sick leave.

- 9.2 Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend or day(s) off when the nurse is not scheduled to work, unless satisfactory evidence of illness is presented to the HOSPITAL. The HOSPITAL may require a physician's certificate as evidence of illness whenever it is deemed such a certificate is necessary.

- 9.3 Sick/Vacation Leave Roll Over + staggered % from 0.5 to 3 Percent – Under this agreement staggered percentages of current wages determined by total years of service at Alomere Health (hire date) will be deferred into Health Care Savings Plan until termination of employment. All Licensed Practical Nurses will be included in the portion:

0.5	years of service	=	0.5%
5-10	years of service	=	1%
10-20	years of service	=	2%
20+	years of service	=	3%

Nurses must have thirty (30) years of service and retire from the Hospital under the State of Minnesota PERA Retirement Plan at the time of termination to qualify for the sick/vacation roll over portion.

**ARTICLE 10 - LEAVES OF ABSENCE**

- 10.1 Personal Illness: A leave of absence without pay will be granted to a nurse for personal illness for a period of up to six (6) months and after the period of accumulated sick leave

has expired. Leaves of absence under this Section shall run concurrently with FMLA or Parental Leave, if applicable, and with any accrued sick or vacation time.

- 10.2 Critical Illness: A leave of absence without pay will be granted to a nurse for a period of up to ninety (90) days in cases of critical illness of a member of the family of the nurse (parents, parents-in-law, brothers, sisters, spouse, and children).
- 10.3 Bereavement Leave: Upon request of the nurse, a leave of absence of three (3) scheduled shifts without loss of pay shall be granted to nurses in case of death in the family (parents, parents-in-law, step-parents, sisters, sisters-in-law, brothers, brothers-in-law, sons, sons-in-law, step-sons, daughters, daughters-in-law, step-daughters, husbands, wives, grandparents, and grandchildren); and a leave of absence of one (1) scheduled shift without loss of pay in case of death for aunts, uncles, step-sisters, and step-brothers, for the purpose of attending the funeral and/or death related events. In those cases in which the death occurred during a nurse's scheduled vacation, the nurse may substitute bereavement leave for vacation hours.
- 10.4 Child Care Leave: Upon the birth or legal adoption of a child, a leave of absence without pay for child rearing will be granted to a nurse for up to six (6) months on a mutually agreeable basis between the nurse and the HOSPITAL.
- 10.5 Family and Medical Leave Act (FMLA): Whenever applicable, all leave-of-absence provisions under this ARTICLE will be administered consistent with applicable state and federal law including, but not limited to, the Family and Medical Leave Act and Minnesota's Parental Leave Act and with the Employer's then-applicable leave policy.
- 10.6 Jury Duty: A leave of absence without loss of pay will be granted to nurses for jury duty. The HOSPITAL will reimburse a full-time nurse for the difference between the nurse's base pay and the amount allowed for jury service. A part-time nurse will be reimbursed in the same manner for days the nurse is regularly scheduled to work.
- 10.7 Benefit Accrual: Leave of absence beyond fourteen (14) calendar days will not be included as working time in determining eligibility for any of the benefits provided in this AGREEMENT.
- 10.8 The HOSPITAL shall allow the nurse to attend educational workshops, seminars and conferences up to three (3) days per year without pay. Such time off must be requested at least one (1) month in advance and taken at the mutual consent of the HOSPITAL and the nurse. Such request shall not be unreasonably denied.
- 10.9 Other Leaves: Leaves of absence for other purposes, including educational leaves, may be granted at the discretion of the HOSPITAL, for a period of up to one (1) year.
- 10.10 Two (2) weeks prior to returning to work from a leave of absence, the nurse shall notify the Personnel Department of the desire to return to work. Failure to provide such two- (2) week notice prior to the end of the leave of absence will be considered a resignation by

the nurse. Upon returning from a leave of absence the nurse will be immediately returned to the classification of LPN and if the leave of absence was for a period of ninety (90) days or less shall be given the first opportunity to return to the nurse's original position, shift and duties if the nurse so desires.

- 10.11 Nurses elected to serve on UNION boards or committees shall be given time off without pay and without loss of seniority to attend all required meetings. This provision shall be limited to a maximum of two (2) nurses and to a maximum of a total of ten (10) days per year. The HOSPITAL shall be given a two- (2) week notice of the required time off.

## **ARTICLE 11 - TERMINATION OF EMPLOYMENT**

- 11.1 The HOSPITAL will give a nurse two (2) weeks written notice of termination of employment, unless the termination is for just cause. A nurse may be disciplined, suspended or discharged only for just cause.
- 11.2 A nurse will give thirty (30) days written notice of termination of employment.
- 11.3 Notification to the nurse of suspension or discharge shall be in writing or in written form within a reasonable period of such action indicating the reason of such action.

## **ARTICLE 12 - PART-TIME NURSES**

- 12.1 Part-time nurses will be eligible for the benefits listed below as long as they average at least forty (40) hours per pay period, unless other criteria are established elsewhere. Salary increments earned by a nurse while employed full-time will carry over to part-time employment. Salary increments earned by a nurse while working part-time will carry over to full-time employment.
- 12.2 Sick Leave: Nurses shall accrue sick leave as described in ARTICLE 9, "Sick Leave."
- 12.3 Holiday Pay: Holiday pay shall be calculated at the rate of one (1) hour of holiday pay for each hour the nurse works on the holiday. A part-time nurse shall receive two (2) floating holidays, which shall be days agreed on by the nurse and the HOSPITAL. The floating holidays are earned as of January 1st of each year and are to be taken any time between January 1st and December 31st of that year. Nurses hired after January 1st will not receive a floating holiday until after January 1st of the year following their initial year of employment.
- 12.4 Vacation: A part-time nurse shall accrue vacation benefits in accordance with the schedules set forth in ARTICLE 8. A part-time nurse shall receive a pro-rated vacation for hours worked between each January 1 and December 31.
- 12.5 Part-time nurses regularly scheduled to work at least 40 hours per pay period will be eligible to participate in the Hospital's Health Insurance Program consistent with the terms in Article 15.

## ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 All grievances relating to the interpretation of or adherence to the terms and provisions of this AGREEMENT shall be in writing, shall specify in detail the alleged violation of the contract, and shall be received by the HOSPITAL no later than fifteen (15) calendar days following the date of the occurrence. Grievances relating to the wages shall be timely if received by the HOSPITAL no later than fifteen (15) calendar days following the date of receipt of the check by the nurse.

13.2 The following are the Steps in the grievance and arbitration procedure.

STEP ONE: The nurse shall discuss the grievance with the nurse's immediate supervisor. If the grievance is not resolved within three (3) working days then the nurse shall proceed according to Step Two.

STEP TWO: If the grievance is not resolved in Step One, representatives of the HOSPITAL and the UNION shall meet and attempt to resolve the grievance within fifteen (15) calendar days following receipt of the grievance by the HOSPITAL. The time for said meeting may be extended by mutual agreement.

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 made in writing and must be received by the other party within fifteen (15) calendar days following the Step Two meeting. The HOSPITAL and the UNION shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of neutral arbitrators to be submitted to the parties by the Director of the State Bureau of Mediation Services. The grieving party shall be the first party to strike a name and the parties shall continue to alternately strike until only one name is left. Such remaining person shall be the arbitrator.

13.3 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the express written provisions of this AGREEMENT and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this AGREEMENT. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues.

13.4 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the HOSPITAL and the UNION.

- 13.5 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties. Failure of the HOSPITAL to respond within the stated time limits shall be deemed a denial of the relief requested by the UNION.
- 13.6 The UNION may file grievances on behalf of the individual nurses or groups of nurses.

#### **ARTICLE 14 - UNION SECURITY AND DUES DEDUCTION**

- 14.1 No nurse shall be required, as a condition of employment, to join AFSCME MN Council 65 or to pay dues or fees of any kind in order to become or remain employed by the Hospital. The Hospital agrees to deduct payments from the salary of each nurse who has knowingly and voluntarily executed a dues and fees authorization card. Employees may provide such authorization for payroll deduction of dues by submitting to the Union a completed application form. A copy of this Contractual Agreement and a dues/fees deduction authorization card shall be provided to each nurse at the time of his/her employment by a Union representative.

Deductions shall be based upon the amounts certified as correct from time to time by the Union and shall be made, continued, and terminated in accordance with the terms of the authorization card executed by the nurse or as otherwise provided by law. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Council No. 65 office (address as provided). If a dispute arises between the AFSCME MN Council 65 and any nurse over this deduction, AFSCME MN Council 65 will hold the Hospital harmless for the payments made and will handle the dispute without cost to the Hospital.

Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide the Union with a master list of each nurse who is covered by this Agreement, giving the name, address, classification, average number of hours being worked, and the date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Union the name, address, classification, average number of hours being worked, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed.

#### **ARTICLE 15 - INSURANCE BENEFITS**

- 15.1 Benefit-eligible nurses regularly scheduled to work at least 40 hours per pay period will be eligible to participate in the Hospital's Health Insurance Program as may be amended from time to time. Any such amendment(s) to the program will apply equally to non-contract and management employees. Nurses will contribute at the same rate as non-



contract and management employees. Provided, however, that for nurses electing single coverage they will contribute at the same rate as non-contract and management employees, but in no event more than 16% of the total cost of the single premium in calendar year 2020 and 17% of the total cost of the single premium in calendar year 2021.

For eligible nurses electing dependent coverage, the nurse will contribute at the same rate as management and non-contract employees, but in no event more than 45% of the total cost of the dependent (family) premium.

High-Deductible Plan (HDHP) with Health Savings Account (HSA): Nurses regularly scheduled to work at least 40 hours per pay period will be eligible to participate in the Hospital's High Deductible/HSA Plan on the same terms, conditions and rates as offered to non-contract and management employees.

- 15.2 Life Insurance: The HOSPITAL shall provide term life insurance for nurses in the amount of fifty thousand dollars (\$50,000.00).
- 15.3 Benefit Coverage During Leaves of Absence: Nurses may continue to purchase employer-provided health coverage consistent with state law and COBRA.
- 15.4 The Hospital will provide up to a maximum of twenty dollars (\$20.00) per month for nurses who choose to take group dental coverage.

## **ARTICLE 16 - SENIORITY AND LAY-OFF PROCEDURE**

- 16.1 Seniority is hereby defined as the length of continuous service in a job classification covered by this Agreement.
- 16.2 There shall be one seniority list for all nurses. Nurses shall be placed on the seniority list in accordance with the number of hours the nurse has been paid by the HOSPITAL. The nurse with the greatest number of paid hours shall be placed on the top of the seniority list. In reducing the number of nurses the HOSPITAL will lay-off the nurses with the least seniority first. Nurses shall be recalled in the reverse order of lay-off.

## **ARTICLE 17 - EDUCATIONAL DEVELOPMENT**

- 17.1 The HOSPITAL shall reimburse an eligible nurse in an amount equal to 100% of required tuition and registration fees for educational courses, seminars, workshops, and conventions, which a nurse is required by the hospital to attend. For courses nurses are not required to attend the HOSPITAL will pay up to a maximum of \$200 annually. Such courses must be approved in advance by the HOSPITAL and must be directly related to the job function of a nurse. Reimbursement shall be made at the time the course has been satisfactorily completed.

17.2 In addition, nurses will receive either sixteen (16) hours of paid time per calendar year to attend the state's annual LPN convention or eight (8) hours of paid time per calendar year to attend approved job-relevant, "non-required" workshop(s).

#### **ARTICLE 18 - BULLETIN BOARD**

18.1 The HOSPITAL will provide bulletin board spaces for posting meeting notices and related materials.

#### **ARTICLE 19 - EVALUATIONS**

19.1 If the HOSPITAL utilizes a system of employee evaluation, such evaluation shall be conducted at least annually. The nurse shall acknowledge such evaluation by signature to indicate it has been reviewed with the nurse, and may add any comments to such evaluation. On request nurses shall be given a copy of any written evaluation completed by the HOSPITAL.

#### **ARTICLE 20 - EMPLOYER RULES**

20.1 The HOSPITAL may establish rules which shall be posted or distributed to nurses and which shall not be inconsistent with the terms of this AGREEMENT.

#### **ARTICLE 21 - MANAGEMENT RIGHTS**

21.1 Except as specifically limited by the express written provisions of this AGREEMENT, the management of the HOSPITAL and the direction of the working forces shall be vested solely and exclusively in the HOSPITAL. This provision shall include, but is not limited to: the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay-off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of HOSPITAL rules, regulations, retirement and other policies; to discipline or discharge employees for just cause; to schedule work and to determine the number of hours worked; to determine the methods and equipment to be utilized and the type of service to be provided; and, to change, modify or discontinue existing methods of service and equipment to be used or provided.

#### **ARTICLE 22 - SUCCESSORS OR ASSIGNS**

This Agreement shall be binding upon any successors or assigns of the HOSPITAL, and no terms, obligations, and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation,

merger, sale, transfer, or assignment of the HOSPITAL or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of the HOSPITAL.

**ARTICLE 23 - SCOPE OF AGREEMENT**

23.1 This AGREEMENT incorporated the entire understanding of the parties and supersedes any existing AGREEMENTS, practices, or understandings of any kind.

**ARTICLE 24 - TERM OF AGREEMENT**

24.1 This AGREEMENT shall be in full force and effect from December 1, 2018 through November 30, 2021. This AGREEMENT shall continue in full force and effect from year-to-year thereafter unless written notice of desire to change, modify, or terminate this AGREEMENT is given by either party to the other party at least ninety (90) days prior to the expiration date of this AGREEMENT.

IN WITNESS WHEREOF, the HOSPITAL and the UNION have caused this AGREEMENT to become effective and duly be executed by their authorized representatives:

FOR ALOMERE HEALTH

FOR AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL NO.65

By: Carl Vagen  
Title: CEO  
Date: 5/10/19

By: Ginger Thrasher  
Title: AFSCME/MLPNA Representative  
Date: May 3, 2019

By: Celest Gardner  
Title: DIRECTOR OF HUMAN RESOURCES  
Date: May 10, 2019

\_\_\_\_\_  
President  
\_\_\_\_\_  
Negotiator  
Shreyas Patel LPN  
Negotiator  
Joe Vetterman LPN  
Negotiator  
\_\_\_\_\_  
Negotiator