

**AGREEMENT BETWEEN
RAINY LAKE MEDICAL CENTER
AND THE
MLPNA/AFSCME LOCAL #105**

NOVEMBER 1, 2017-- OCTOBER 31, 2020

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ARTICLE 1
RECOGNITION

The MLPNA-AFSCME shall be the sole representative of all registered Licensed Practical Nurses, full-time, regular part-time, and casual Medical Technologists, Medical Laboratory Technicians, Medical Laboratory Scientist, Clinical Laboratory Assistants, Certified Medical Assistants, Radiological Technologists, Radiology Operators, Phlebotomists and Ultrasonographer/Radiological Technologists employed by the Hospital. The term Licensed Practical Nurse shall mean a person currently holding a license or permit form, recognized by, and in good standing with the Minnesota State Board of Examiners of Nursing as a Licensed Practical Nurse.

ARTICLE 2
MEMBERSHIP

- A. All employees covered by this Agreement shall become and remain members of the MLPNA-AFSCME, and if nonmembers are employed, they shall, as a condition of employment, become members of the Union within thirty (30) days after initial employment or pay a monthly service charge (not to exceed the dues rate) to the Union for the purposes of contract negotiations and administration. Any employee covered by this Agreement who fails to become and remain a member of the Union in good standing or pay the monthly service charge shall be subject to be dismissed by the Employer on request of the Union.
- B. The Employer agrees to deduct from the salaries of all employees all dues and any other Union approved and employee authorized deductions, an amount established by the Union each pay period. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office with a list of the names of the employees from whose wages 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 US mail. The Union shall 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 US Mail. The Union may collect an agency or fair share fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. .
- C. A union steward will be allowed up to fifteen (15) minutes to contact new employees on paid time during the employer's initial onboarding of new hires. HR will communicate with the Union Steward regarding available times during aforementioned on boarding for this meeting. The union steward must notify his or her supervisor of the meeting and such orientation will not interfere with the performance of the employee's work duties.
- D. One job steward shall be paid, during his/her regular scheduled hours, to attend scheduled meetings with the Employer concerning the administration of this Agreement. Such steward must notify his/her supervisor of the meeting, as soon as possible.

ARTICLE 3
DEFINITIONS

A. Full-Time — Hospital LPNs will be defined as nurses normally scheduled as follows:

1. Twelve (12) hour shifts = minimum 1872 hours per year
2. Eight (8) or ten (10) hour shifts minimum 2080 hours per year
3. Or scheduled a combination of twelve (12) and eight (8) hour shifts = minimum 2080 hours per year
4. A full-time LPN shall be eligible for full seniority benefits without any proration of pension, paid time off (PTO), and insurance.
5. A change in status from part-time to full-time or from full-time to part-time shall not result in a forfeiture of earned benefits. When such a status change occurs, the determination of credited standing shall be based on one (1) year's service for each 2080 hours on duty.
6. Employees employed by the Hospital shall work forty (40) hours in a seven (7) day period.

B. Part-Time — will be defined as employees normally scheduled less than the full-time hours defined in "A" above. Except as otherwise expressly limited or qualified in this Agreement, a part-time employee will be covered by the terms of and provisions of this Agreement.

Part-time employees will receive prorated PTO including low-need days, and PTO shall be taken in not less than one (1) full day unless approved by Management. Health insurance is available in accordance with Article 10, Health Insurance.

C. Probationary Periods — Employees shall be probationary employees for the first one hundred and twenty (120) days of employment, and during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder. All probationary employees shall participate in new employee orientation and instruction program designed to acquaint them with Employer policies, procedures and techniques and to familiarize them with specified duties and responsibilities.

D. Casual Employees— The Employer may utilize casual hires to supplement the regularly scheduled part-time and full-time employees. Casual hires will be covered by the terms and provisions of the labor Agreement, and shall receive only those wages listed on the Wage Scale attached hereto.

1. Casual employees shall be given preference over employees not then employed by the Employer in filling vacancies using the Employer's established hiring guidelines, if such employee has the necessary skills and qualifications.

2. In order to maintain employment status, casual employees must work a minimum of two (2) shifts, including one (1) weekend shift which includes a Friday, Saturday or Sunday, each month if so requested by the Employer. They also may be required to work two (2) holidays per year.
3. Temporary: The term "temporary employee" applies to any employee employed by the Employer for a defined period of time, not to exceed three (3) months. The parties may mutually agree to extend the three month period. The Employer's basic policy shall be to use its employees to the exclusion of temporary employees from outside the Employer except in unavoidable situations where no other means of providing necessary staffing are available. The Employer shall maintain all reasonable steps to reduce and minimize reliance on temporary employees from outside agencies and other facilities. The Employer shall insure that there will not be an increased assignment of any of its own employees to night, evening, holiday or weekend duty as a result of the use of temporary employees, except when no other options are available for safe and effective operation of the Department. Temporary employees are not subject to the terms and conditions of this Agreement except as defined in Article 13.

E. Seniority and Status

"Life-to-date hours" is the measurement of employment duration used in determination of employee placement on the step pay scale and for benefit eligibility levels. This measurement includes all regular pay codes, all premium time pay codes, call back code, PTO, funeral time, education time, travel pay and non-pay benefit time.

"Seniority" means the total compensation hours accrued by an employee since her/his most recent date of employment into the bargaining unit at the Hospital. Compensated hours, as qualified in this paragraph, shall include all hours for which an employee is paid: regular pay codes, all premium time pay codes, call back codes, PTO, funeral time, education time, travel pay and non-pay benefit time, and call time. Operating Room nurses working on-call shall have counted at the rate of one-eighth (1/8) of the on-call hours paid.

**ARTICLE 4
HOURS**

A. Overtime Calculation

The Hospital recognizes "40 hours in a seven (7) day period" schedule for the purpose of calculating overtime payment. The normal workweek for employees will be forty (40) hours in a seven day period.

Employees assigned will be paid overtime for all hours worked in excess of forty (40) hours in a seven day work period at the rate of one and one-half (1 ½) times his/her rate of pay. The work period shall be defined as Monday through Sunday.

Paid time off (PTO) hours shall be considered as hours worked for the purpose of computing overtime as well as for all other contractual benefits based upon hours and seniority.

B. Scheduling

Work schedules and starting times will be established by management; however:

1. Employees will not be scheduled for less than four (4) hours per day.
2. Employees will not be scheduled more than eight (8) days in succession or split shifts, unless mutually agreed upon by the Employer and the employee.
3. Employees will receive at least two (2) consecutive days off per pay period.
4. All employees within a job category will work rotating shifts, except by mutual agreement.
5. Employees shall be called for any additional hours or shifts with preference to straight-time versus overtime, in order of seniority, most to least, provided the employee has the necessary competencies to provide patient care.
6. Employees shall not be scheduled for more than three (3) consecutive twelve (12) hour shifts without prior approval of the employee.
7. Employees shall not be required to work more than two (2) types of shifts (days, evenings, nights) during a fourteen (14) day work period, unless mutually agreed upon.
8. If the senior employee's FTE has been met then any additional hours available shall be offered to the next senior employee whose original FTE has not been met.
9. The senior O.R. LPN shall be assigned their shift of choice.
10. The most senior LPN working out of the central nursing station shall be given an option to work a straight shift of the nurse's choice. It is understood that bargaining unit nurses agree to cover imbalances caused by granting this option to the most senior nurse.
11. Senior Employees shall not be assigned to work more night shifts, weekend shifts, and/or on call hours than less senior employees. Administration's right to ensure that all modalities are adequately staffed shall supersede this provision if seniority and coverage come into conflict.

C. Twelve Hour Shifts:

For employees assigned to twelve (12) hour shifts, the basic work period shall be thirty-six (36) hours per week, with overtime being paid for hours worked in excess of twelve (12) hours in one (1) day, or in excess of forty (40) hours in a seven (7) day period, when requested by the Employer. Nothing herein shall prevent the Employer from establishing alternative work schedules, (i.e., six [6], hours, ten [10] hours).

D. Shift Schedule:

The Shift schedule shall be posted at least fourteen (14) calendar days in advance of employee's scheduled work shifts.

When the schedule of hours has been posted, hours may not be changed unless upon mutual agreement between the Employer and the employee involved. The affected

employee shall have the option, based on seniority and mutual agreement, to be cancelled or reassigned. The operation of this provision shall not prevent the Employer from making reasonable day-to-day staffing adjustments in response to unanticipated patient care requirements and in accordance with other provision of this Agreement.

E. Extra Hours

The Employer will call employees for extra shifts and overtime by seniority and competencies. Employees with the necessary competencies that are not offered these extra shifts and overtime in the proper order of seniority, will not be paid for the time missed, however, they will be offered the next available shift (including overtime hours). If any one (1) employee with the necessary competencies is not called properly three (3) or more times in any calendar year, such employee shall be paid for the time missed for the fourth and subsequent times in the calendar year.

F. Mandatory Meetings

Employees are required to attend mandatory meetings (i.e., departmental, task force, committee) and/or in service training unless employee is excused by the employer for extenuating circumstance. Employee shall be compensated for their attendance at straight-hour rate. Such hours shall be used as hours worked for the purpose of computing overtime.

G. Lunch Break

If an employee is unable to take an unpaid thirty (30) minute duty-free meal break during his or her shift of work, the employee will be paid time and one half (1 ½) for the time which should have been taken as a break. Employees get a fifteen (15) minute break for every four (4) hours of work. Employees must receive prior approval in order to work through their lunch period.

H. Benefit Calculation

Low census call hours will be credited towards scheduled hours for purposes of all benefits and pension.

Twelve (12) hour nurses who are hired to work seventy-two (72) hours per pay period, shall receive credit for eighty (80) hours per pay period for all benefits and pension or 2080 hours per year.

I. Students

Students may perform bargaining unit work; however, the use of such students will not reduce the earning opportunities of bargaining unit employees.

J. Assignment Change

Employees shall maintain their work site assignment unless they are scheduled 14 days in advance as per Section B or post for a permanent vacancy if one occurs.

**ARTICLE 5
CALL OUT/CALL BACK/LOW NEED**

A. Low Need/ Call Off/Call Back:

1. Employees: When placed on-call for a scheduled shift, the employee may elect to use PTO or Non-Pay Benefit (low need/low census) in addition to the on-call pay, but will receive benefits for scheduled hours only.
2. Med./Surg Nurses: When a nurse working out of the central nursing station is called off and placed on-call during a normally scheduled workday and is called out for less than half (1/2) of their scheduled shift, they shall be paid at the rate of one and one-half (1 ½) time for all hours worked.
3. OR/CP Nurses: shall be paid at one and one-half (1½) times their regular rate of pay for actual hours worked for each call back after hours, and two and one-half (2 ½) times their regular rate of pay for actual hours worked on recognized holidays for each call back after hours.
4. LPN-Med/Surg: An LPN nurse assigned to Med/Surg, who reports to work as scheduled and is sent home shall receive a minimum of eight (8) hours. The LPN who volunteers to leave after four (4) hours shall be paid for actual hours worked beyond four (4) hours.
5. Lab/Radiology: An employee who reports to work as scheduled and is sent home shall receive a minimum of four (4) hours pay. If the employee works more than four (4) hours, and is then sent home the employee shall be paid for actual hours worked.

B. Minimum Call Out (Scheduled On –Call)

1. Radiology Tech: Employees who are scheduled on call will receive a minimum of two (2) hours pay at time and one-half (1 ½) at their regular rate of pay for the first call back received during their scheduled on-call shift. For any subsequent calls during the on-call shift, the employee will have the following option to:
 - i. Work the two (2) hours callout at time and one half (1 1/2) their hourly rate of regular pay; or
 - ii. Go home after their callout work is completed and receive one hour of pay at time and one half (1 ½) their regular rate of pay or for actual hours worked.
 - iii. In the event of a call-in or call back, employee must contact nurse supervisor/and physician before returning home or leaving the facility to confirm no additional service will be needed.
2. Radiology/OR Nurse: When employees are called in, they will have one- half (1/2) hour driving time counted as hours worked for pay and benefits.
3. OR Nurses: Nurses in the Operating Room that are on-call and called back while on call will receive one and one-half (1 ½) times their regular rate of pay for all hours worked with a minimum of two (2) hours.

4. Disruptions When Not Scheduled On Call: Employees who are not scheduled on-call shall not be called during non-work hours without the approval of the department head or nursing supervisor.

C. On Call Scheduling:

1. All Nursing Staff: will not be scheduled for a period of less than four (4) hours of on-call duty.
2. Radiology Department: staff will not be scheduled for less than two (2) hours of on-call duty

**ARTICLE 6
SALARY AND PAY**

A. General Wage Increase: See wage scale at the end of the contract.

1. Pay increases of 1.5% General Wage Increase will be paid retro-active starting on November 1, 2017.
2. Pay increases of 2% General wage increase will be paid starting on November 1, 2018 except the negotiated wage adjustments found on the wage scale at the end of the contract.
3. Pay increases of 1.5% General wage increase will be paid starting November 1, 2019.

B. On-Call Pay:

1. Radiology And Med/Surg. Nurses: will be paid five dollars and fifty cents (\$5.50) per hour for on-call pay
2. Operating Room Nurses: will be paid five dollars and seventy five cents (\$5.75) per hour for on-call duty.
3. All Employees: Any employee's scheduled On-call hours shall be counted towards seniority when calculated mid-year and year-end at the rate of one-eighth (1/8) of the on-call hours paid.
4. Short Notice Call Pay: Employees shall receive a short notice bonus of forty dollars (\$40.00) along with a one hour work guarantee at time and one-half (1 ½). This will not apply to individuals on call. "Short notice" shall be defined as being called to work when not scheduled to work or be on call. Short notice will also include any employees affected by an employer mandated shift change with less than 24 hours' notice.
5. Short Notice Nurse Pay: If a nurse, who is not scheduled to be on-call, is called to work the nurse will be paid for all hours actually worked at straight time, unless such

hours put the nurse in an overtime situation as described in Section 4(A) above. Nurses who agree to work must report within one (1) hour after receiving such call, unless the Employer allows a later report time. Nurses will be paid one (1) hour at their regular rate of pay in addition to the actual hours worked.

C. Shift Differential:

Employees scheduled to work more than half their shift between 1600 hours to 0730 hours shall be paid an additional one dollar and seventy five cents (\$1.75) per hour.

D. Weekend Work:

Weekend hours are defined as 1900 Friday to 0700 Monday for the purpose of computing overtime.

1. Extra Weekends: Any employee, other than a casual employee, who is requested or voluntarily agrees to work an additional weekend shift or any additional weekend hours, other than scheduled weekend hours, shall be paid double time the employee's hourly rate for those hours.
2. Weekend Shift Position: The Employer may create one (1) weekend shift position. Such position will receive the \$1.75 per hour stipend identified in Section C above. LPNs hired after 10/31/2004 may be scheduled to work every other weekend.
3. Whenever possible, nurses assigned to twelve (12) hour shifts will only be scheduled to work two (2) weekends out of six (6).
4. Licensed Practical Nurses required to work more than two (2) weekends out of six (6) will be paid at the rate of one and one-half (1 ½) times his or her regular rate for each weekend worked in excess of two (2) in six (6).
5. Licensed Practical Nurses may request to be scheduled for more than two (2) weekends out of six (6), or trade weekends with other nurses, in which case the time and one-half (1 ½) provision of this section does not apply.
6. Radiology and Lab Employees required to work more than three (3) weekends out of six (6) will be paid at the rate of one and one-half (1 ½) times his or her regular rate for each weekend worked in excess of three (3) in six (6).

E. Credit For Prior Experience:

Upon employment by the Employer of an employee who has had prior experience in their position, the Employer will review and evaluate the experience and qualifications of such employee and assign such credit as the Employer deems reasonable to the, previous experience of the employee. No more than ten (10) years credit shall be granted to any new employee.

F. Working Out of Classification:

When the Employer assigns an employee to perform the duties of a supervisor for a period more than one (1) working week or forty (40) hours as a temporary replacement for vacation or other reasons, he or she will receive a two dollar (\$2.00) per hour stipend

G. Radiology Certifications:

1. The following amounts will be in addition to the Radiology Technologist and Ultrasonographer/Radiological Tech scale at the end of the contract. Employees holding multiple certifications and actively working within these modalities will receive the following certification payments:

SKILL OR CERTIFICATION	AMOUNT
MAMMOGRAPHY CERTIFICATION	\$1.25
CT CERTIFICATION	\$1.25
CURRENT MRI BOARD CERTIFICATION	\$3.50
STACKABLE CERTIFICATIONS-ARDMS (VASCULAR, OB, ETC.) MAXIMUM OF 2	\$.50 EACH

2. Employees recognized as competent by the employer to perform duties under the MRI modality and are not board certified, must maintain a minimum of forty (40) hours per month work competency to receive an additional two dollar and seventy-five (\$2.75) per hour competency premium.

- H. All employees working on the effective date of daylight savings on the night shift will be paid time and one half for working the thirteenth hour or the ninth hour beyond their regularly scheduled shift.

**ARTICLE 7
PAID TIME OFF (PTO)**

- A. Paid Time Off (PTO) must be used up to the employee's FTE for time off for personal reasons in accordance with Employer's policy and the procedures set forth below. Employees are required to use PTO up to their FTE. The purpose of PTO is to stabilize staffing and scheduling, and that most absences will be planned in advance for adequate coverage to be arranged. In some instances, the Employer will be unable to arrange coverage for all those wishing to be away at a particular time and some requests for PTO may have to be denied.
- B. Temporary employees hired for not more than 500 hours per year and casual employees do not accrue PTO.
- C. PTO accruals will be discontinued when an employee is off on Workers' Compensation and unpaid leaves of absences.
- D. Employees will accrue PTO based upon the length of service with the Employer and the number of hours paid. The accruals will be limited to hours paid, up to eighty (80) hours in a pay period with a maximum of 2080 hours in a year. Low census canceled, and low census on-call hours are also credited towards PTO accrual based upon the number of hours the employee was scheduled to work. There will be no pyramiding of any low census hours and PTO hours. PTO will be credited at the end of each pay period (26 times per year).

E. The accrual factors are as follows:

LENGTH OF SERVICE	ACCRUAL RATE	MAXIMUM ACCRUAL
Upon hire	.0962 per hour worked	300
After three (3) years service	.1154 per hour worked	360
After six (6) years service	.1346 per hour worked	420
After twelve years of service	.1538 per hour worked	480
<i>For employees hired prior to July 1, 1987 only</i>		
After 24,961 (12) years of Service	.154 per qualified hour paid	480

**One (1) year of service equals two thousand eighty (2080) hours.*

- F. New employees are not eligible to use PTO until they have completed one hundred and twenty (120) days of continuous employment; however, they begin accruing PTO upon hire.
- G. Employees stop accruing PTO once they reach their maximum accrual, unless the employee has requested PTO and been denied on three (3) separate occasions and has consulted with their Department Director and was unable to receive time off.

H. Single Day Use:

i. LPNs/MED SURG NURSES:

Working twelve (12) hour shifts may use up to four (4) single use days of PTO for personal illness and/or personal need. These four (4) days are pro-rated for part-time nurses.

Nurses may use four (4) additional single use days of PTO for personal need with approval from management if they replace themselves on a posted schedule without incurring overtime or premium pay.

These four (4) days are pro-rated for part-time nurses.

ii. OR/ CP Nurses:

LPNs working eight (8) hour shifts may use up to six (6) single use days of PTO for personal illness and/or personal need. All other employees may use scheduled single use days as approved by Management.

iii. Lab/Radiology:

Employees may schedule single use PTO days as work schedule permits at the discretion of management.

- I. If any employee receives a compensable injury and has accrued PTO benefits, the employee may request PTO hours pay from their accrual balance each pay period for the difference between the compensation received by the employee and their normal pay. This is limited to employee's PTO available balance.
- J. Employees who are ill and unable to return to work for an extended period must use PTO. Employees must first use PTO when out sick. If an employee is physically unable to report to work, he/she may be eligible for the Employer's disability plan. PTO must be utilized for the qualifying days under the Disability Plan.
- K. Requests for PTO shall be submitted at least four (4) weeks prior to the date on which an employee desires to start his or her PTO. Employees shall arrange their PTO schedules through the departmental process. PTO requests other than those requests described in M. (below) shall be granted or denied within fourteen (14) days of the request or it shall be considered approved. There shall be two (2) periods to schedule PTO.
 - i. Period I shall be from May 1 through October 31. Requests may be submitted anytime between the period of March 1 and March 31. The Employer shall post a calendar available to all employees. The Employer shall provide a written reply by April 15. Requests during March shall be considered simultaneous requests and granted solely on the basis of seniority. Requests after the posting period shall be honored on the basis of first come, first served.
 - ii. Period II shall be established from November 1 through April 30. Requests may be submitted anytime from September 1 through September 30. The Employer shall provide a written reply by October 15. Requests during September shall be considered simultaneous requests and granted solely on the basis of seniority. Requests after the posting period shall be honored on the basis of first come, first served.

While every effort will be made to meet the requests of employees, seniority and adequate patient care staffing will be taken into consideration when evaluating such requests. The employees will receive written acknowledgment of approval or disapproval of their PTO requests when the schedule is completed.

- L. For the employees working weekend shifts, the Employer shall honor one (1) request for a weekend off during each vacation scheduling period.
- M. Employees with two (2) years of continuous employment at Rainy Lake Medical Center may cash in one (1) week of accrued PTO from their available balance two (2) times per year paid at their current rate of pay. In order to qualify for cash out option, an employee must leave a minimum of eighty (80) hours in their PTO bank. Requests must be submitted in accordance with the employer policy and procedure two (2) weeks prior to the start date of the pay period in which the payment is to be received. Payments will be made on the employee's regular paycheck less applicable holdings and is not available through a separate check.
- N. Holidays:

The following days are designated holidays:

New Year's Day
Easter
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

1. Employees working any additional hours on a designated holiday at the request of the Employer beyond scheduled hours shall be paid at the rate of double time and one-half (2 ½) rate of pay.
2. Holiday premium pay begins at the start of the day shift and concludes at the beginning of the day shift the following day.
3. The following is the holiday package: A major holiday of Thanksgiving, Christmas, and New Year's will be paired with a minor holiday; Memorial Day, July 4th, and Labor Day. The package will rotate annually among staff. No employee shall be scheduled to work Christmas and Thanksgiving in the same year. Easter shall not fall into alternate holiday obligations.
4. Work performed on December 24 and December 31, will be paid at the rate of time and one-half (1 ½) rate of pay for hours worked.
5. It is understood there may be some doubling of weekends or weekend hours to cover holidays. Holiday work obligation takes precedence over PTO and weekend schedules not creating overtime.
6. The most senior LPN working out of the central nurses' station shall not be required to work any holidays but may agree to work holidays. It is understood, the bargaining unit members agree to cover imbalances caused by the most senior LPN not working holidays. Such coverage for the senior LPN must be at the regular rate of Holiday pay.
7. In the event that an employee is scheduled to work the Monday holiday, they will also be scheduled the weekend. The employee shall not be subject to the third weekend premium. In the event that an employee is not scheduled to work the Monday holiday they will also not be scheduled to work the weekend before.

ARTICLE 8

LEAVES OF ABSENCE

- A. Except in the case of unexpected emergency, all requests for leaves of absence must be made in writing at least three (3) weeks prior to beginning of leave. When planning to return from leaves of absence, the employee should notify the Employer that he/she expects to return two (2) weeks before coming back. If the employee has not returned by the last day of his/her leave of absence, and if the Employer has not by that time received a notice from the employee, it may be assumed that the employee has resigned.
- B. Bereavement Leave: In case of death in the immediate family, defined as follows: Spouse, son, father, mother, daughter, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother or sister-in-law, step-child, step-parents, grandchild, son-in-law,

daughter-in-law, or a member of the immediate household of the employee, such employee shall have time off with regular pay for the day before, the day of and the day after the funeral. Employees will only be paid for scheduled work days lost during this three (3) day period. Employees may use additional days of PTO within thirty (30) days of the death of an immediate family member as defined above that will not count as a single day use.

In case of death of an aunt, uncle, niece, or nephew, the employee shall be allowed to use one (1) day of PTO to attend the funeral and such PTO will not count as single day usage.

- C. Leaves of absence without pay shall be granted to an employee for the following purposes, and such leave will run concurrent with any available Family Medical Leave:
1. For personal illness, a period of ninety (90) days after the period of accumulated PTO has expired.
 2. For critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, husband, wife), a period of not to exceed sixty (60) days.
 3. For participation in educational and advanced study programs approved by the Employer, a period agreed upon by the Employer and the employee.
 4. A leave of absence without pay will be granted to employees for maternity for a period of up to six (6) months on a mutually agreeable basis between the employee and the Employer. The employee can take an additional six (6) months of maternity leave, however, the Employer can fill the employee's position and the employee will have reinstatement rights to the first available position.
 5. For other reasons at the discretion of the Employer.
 6. Upon request three (3) days without loss of pay shall be granted to an employee who is elected to be a representative of MLFNA/AFSCME for professional union leave. No more than one (1) employee per year shall be paid to attend the convention.
 7. Bargaining unit employees may voluntarily donate their PTO to employees who serve on the negotiating committee that are scheduled to work during negotiating sessions.
- D. The Employer will comply with state and federal laws concerning:
1. School Conference and Activity Leaves;
 2. Sick Child Care Leave; and
 3. Military Leave.

ARTICLE 9 FAMILY AND MEDICAL LEAVE

- A. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to any employee who has been employed for at least twelve (12) months by the Employer, and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period pursuant to Employer policy.

ARTICLE 10 JURY DUTY

- A. Any employee who is required to be absent from work because of jury duty will be paid the difference between the compensation received for such duty and the amount of the wage he or she would have earned (computed on the basis of his or her regular straight time hourly rate) for his or her scheduled hours during the period he or she was on jury duty.
- B. Such payment will be made according to the voucher received from the Clerk of Court. When an employee is required to perform jury duty during only part of his or her scheduled hours, it is agreed that he or she will report for all his or her scheduled hours other than those required for jury duty. The employee is required to show evidence of time spent, on jury duty. Employees who are on jury duty for more than one-half (1/2) of their shift shall not be required to report for work during that workday and shall be provided with the difference between pay for the shift and the compensation for the jury duty.

ARTICLE 11

INSURANCE BENEFITS

A. Health Insurance:

The Employer will provide and pay eighty-five percent (85%) of the cost for single employee coverage and the Employer shall pay fifty percent (50%) of the additional premium for family coverage with the employee paying the remaining cost under a health insurance plan for all employees with an FTE of .70 or greater. The Employer will provide and pay seventy percent (70%) of the cost of single employee coverage and the Employer shall pay thirty-five percent (35%) of the additional premium for family coverage with the employee paying the remaining cost under a health insurance plan for all employees with a FTE of less than .70 and greater than .50. Employees with a FTE of less than .50 are not eligible for Health Insurance benefits. The Employer reserves the right to change health insurance providers due to premium differences. Insurance options shall be developed through the Health Insurance Committee as identified below. Benefit changes to the health insurance plan are subject to negotiations with the Union.

Employer shall comply with FMLA requirements and COBRA requirements.

1. The deductible and co-pays for which the employee is responsible each calendar year will be described in the Summary Plan Document (SPD) and Employee Benefit Booklet.
2. Employee Benefit Continuation of Health Insurance Coverage: The Employer shall comply with the Internal Revenue Code: Consolidated Omnibus Budget Reconciliation Act (COBRA). The Employer shall notify the employee of their COBRA rights within thirty (30) days of separation from employment.
3. Health Insurance Committee: The parties agree the Employer will create a Health Insurance Committee to meet as necessary to discuss the types of plans and providers.

The committee shall consist of the following members: one (1) from AFSCME MN Council #65 Local #1843; one (1) from AFSCME MN MLPNA; one (1) from AFSCME MN Council

#65 1843-1; one (1) from MNA Registered Nurses; one (1) non-union/non-management, and one (1) Department Director or Supervisor; and up to three (3) from Administration.

B. Dental Insurance:

The Employer will provide an eligible employee and pay eighty percent (80%) of the cost for single employee coverage with the employee paying the remaining cost under a dental insurance plan for all employees with an FTE of .70 or greater. The Employer will provide an eligible employee and pay sixty percent (60%) of the cost of single employee coverage with the employee paying the remaining cost under a dental insurance plan for all employees with a FTE of less .69 and greater than .50. Employees with a FTE of less than .50 are not eligible for Dental Insurance benefits. Employees may purchase family dental coverage at the employee's own expense.

C. Life Insurance:

The Employer shall provide to any eligible scheduled employee \$15,000 to \$40,000 of life insurance prorated based on annual salary, rounded to the nearest \$1,000 dollars. Eligible employees shall have the option to purchase additional life insurance coverage at the group rate. At age 65, term life insurance coverage reduces automatically to 66% of the regular covered amount.

D. Disability Insurance:

Employees are eligible the first day of the month following 30 calendar days of employment, or the first day of the month following 30 calendar days of a qualifying FTE to participate in the Employer's Long Term Disability (LTD) plan. Qualifying employee must meet the elimination period of 28 consecutive calendar days and agree to participate in the Employers Return-to work program to be eligible to receive sixty (60) percent of the employee's basic monthly earnings for the first six (6) months and forty percent thereafter. All eligible employees may elect to purchase coverage beyond that being provided at the employees own expense.

**ARTICLE 12
RETIREMENT PLAN**

A. Employee Defined Pension:

Falls Memorial Hospital Employee Defined Benefit Pension Plan was frozen effective 12-31-05. Full benefit level remains at \$18 per month per year of employment with graduated benefits for part-time employees. Vesting continues after freeze date (12-31-05) for active employees not 100% vested in this retirement plan.

B. 401(k) Retirement Plan:

Rainy Lake Medical Center Employee 401k Pension Plan, Effective January 1, 2006.

Eligibility Requirements:

- Age 21
- One calendar year of service at Rainy Lake Medical Center
- Minimum of 1000 hours of service in the first 12 months employed
- Eligibility for the match and profit sharing are the same
- Employee may begin to make elective deferrals at time of hire

Vesting Schedule: Three (3) years or more to be 100% vested.

Contribution Match: After meeting eligibility, 50% match up to 4% of earnings each payroll period.

C. Annual Profit Sharing:

A percentage of earnings may be paid at the discretion of the Employer upon receipt and Board approval of audited financials that demonstrate organizational achievement of a 3% operating margin.

1%	1 to 10 years of service
2%	11 to 15 years of service
3%	16 or more years of service

**ARTICLE 13
BREAKAGE**

- A. It is not the policy of the Employer to charge employees for breakage. However, if there are cases of extreme carelessness or gross negligence on the part of the employee, the Employer shall notify the Union of this abuse and ask that this provision be waived.

**ARTICLE 14
VOLUNTARY RESIGNATION OF EMPLOYMENT**

- A. A three (3) week written notice of resignation of employment shall be given by the employee. Failure to give such three (3) week written notice by the Employee shall make the employee ineligible for future employment at Rainy Lake Medical Center.
- B. Upon voluntary resignation of employment, a covered employee-is entitled to receive pay for hours worked or PTO earned providing the employee gives a three (3) weeks written notice and continues working all scheduled shifts prior to their resignation date. PTO earned cannot be used as a substitute for working the total required time of their notice. At management's discretion, the Employer may make exceptions to this agreement under extenuating circumstances. Payments for unused PTO earned will be normally included on the last final paycheck, and subject to all applicable taxes. Issuance of a separate check shall be considered on a case by case basis.

**ARTICLE 15
SENIORITY**

- A. Seniority will be based upon the total hours of continuous combined service from the initial date of hire for the purpose of all benefits. An employee on an approved paid leave of absence or on reduced hours due to a work-related injury shall continue to accrue seniority

as if he or she were working his or her normal FTE or normal scheduled hours in the absence of an established FTE. "Normal scheduled hours" in this context are the average hours scheduled the previous six (6) pay periods.

- B. The foregoing provisions shall apply to layoffs and recall, and to promotions if the employee is qualified to fill the duties thereof.

Any Employee's seniority for any purpose shall be broken and the Employee will cease seniority for:

1. Voluntary termination of employment;
 2. Discharge for cause;
 3. Failing within one (1) calendar week to report for work after layoff recall, upon receipt of notice by registered mail;
 4. Employment by any other employer during leave of absence;
 5. Layoff which continues for more than one (1) year;
 6. Failure to return to work after expiration of leave of absence.
 7. Leave of absence greater than one (1) year.
- C. The Employer will, on the first of July and the first of January of each calendar year, prepare seniority lists of employees covered by this Agreement and post the same on a bulletin board in Rainy Lake Medical Center Medical Center. Within 15 days thereafter, the employee may file with the Employer corrections to such posting. The Union and Employer shall mutually agree on such corrections. After so corrected, such seniority rating shall be permanent and shall not be subject to change until the next posting period, except as the number of new employees are placed on subsequent seniority postings.

ARTICLE 16 **LAYOFF AND RECALL**

- A. The Employer will determine in which classifications and on which campus, layoffs and/or reduced hours will occur. The least senior person in the identified classification shall be laid off first. Change of status of employees transferring from full-time to part-time or from part-time to full-time, shall not mean forfeiture of earned benefits or loss of seniority.
- B. Low Need Days and Layoff: Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this contract to accomplish staff reductions. Employees who are sent home early before the end of a shift, in accordance with the low need provisions of this Agreement, shall be given a minimum of one (1) hour's notice. Additionally, employees shall not suffer a reduction of benefits or seniority as a result of such time lost.
1. Before resorting to Paragraph 3 below or any layoff procedure (Paragraph 5 below), the Employer will offer the full-time and part-time employee an opportunity to voluntarily request a low need leave of absence without pay for up to ninety (90) calendar days. The Employer will not permanently fill the employees' positions except as described in Article 14 (B). In addition, the Employer may, on a day-to-day basis, offer individual low need days to full-time and part-time employees.

2. If additional low need reductions are needed, employees will be given the opportunity to float to available assignments in other units for which they are oriented, qualified, and possess the necessary competencies to provide patient care.
3. Cancellation Prior to Start of the Shift: If additional reductions are indicated, low need days shall be taken by the least senior regularly scheduled employee scheduled for the particular classification and shift where the reduction is necessary. An employee to be assigned a low need day pursuant to this Part 3 shall be given at least two (2) hours in advance of a low need cancellation. In the event the two (2) hours' notice is not provided the employee will be given the choice of a minimum of four (4) hours work, or to stay home without pay.

On-call Prior to Start of Shift: Prior to the start of a shift (regardless of whether it is regular or extra shift), employee shall be notified at least two (2) hours in advance of a low need cancellation and being placed on call. In the event the two (2) hours' notice is not provided the employee will be given the choice of a minimum of four (4) hours work, or be placed on call.

4. The RN staff shall not replace an LPN if an LPN has been scheduled and LPN work is available.
5. The Employer will determine in which classification, the layoffs will occur. The Employer will provide two weeks advance written notice to the Union of a the layoff, to include a copy of the current seniority list. The reduction in work force will be accomplished by utilizing the following criteria: qualifications, competencies, and seniority least to most, until the reduction is complete. Employees will have the right to use any accrued unused PTO earned to maintain to their current FTE, pay status, upon written request to the Employer. It is the responsibility of the laid off employee to keep the Employer informed of any changes in address for the purpose of recall.

The Employer will determine in which classification the recalls will occur. Employees currently working will be reinstated to their former FTE beginning with the most senior employee. Employee recall will be conducted in the reverse order of the layoff maintaining the appropriate compliment of competencies. If an employee is called by the Employer and the employee cannot be reached employee will automatically remain at the top of the recall list, however, the employer reserves the right to contact the next employee on the recall list if no response is received after five (5) days. An employee fails to return to work within twenty-one days of written notice of the recall due to a layoff will result in forfeiture of all recall rights. Employees in Layoff status will retain employment rights for one year. At the end of the layoff year, the employee may request, in writing to the employer, to remain on the recall list and continue employment rights for a second year.

Casual employees shall not be assigned to work in areas where an employee receiving a low need day is oriented or otherwise qualified. Part-time employees having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost. This provision shall not result in the Employer having to pay any nurse overtime.

Reduction in staff for casual employees on a shift-to-shift basis will be made as follows:

1. Competency will be reviewed.
2. With competencies being equal the following will be instituted in this order:
 - i. First, overtime shifts will be canceled or placed on call;
 - ii. Then, casual staff will be canceled or placed on call;
 - iii. Lastly, full-time and part-time staff based upon seniority.

ARTICLE 17

GRIEVANCE PROCEDURE

- A.** The Employer and the Union desire that each employee have a means by which grievances may be given timely, fair, and continued consideration until resolved. In order to facilitate confidence in this procedure, an employee shall not be subject to criticism or reprisal for using the grievance procedure.
- B.** Should any difference arise between the Employer and the Union or the Employer and an employee, as to the interpretation of, or the adherence to, the terms and provisions set forth herein, an earnest effort shall be made to settle such difference or grievance promptly in the following manner:

Step 1: The employee must informally discuss the grievance with the employee's first level supervisor or department head.

Step 2: If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to Management's Representative. The written grievance must be submitted to Management's Representative within fifteen (15) calendar days after the date of occurrence. The parties must set the date for the grievance meeting at the time the written grievance is submitted. A grievance relating to pay shall be timely if received by Management's Representative within fifteen (15) calendar days after the payday for the period during which the grievance occurred.

Within fifteen (15) calendar days after submission of the written grievance to the Employer, a meeting to attempt to resolve the grievance shall be held among representatives of the Employer, the Union, and the employee.

Within fifteen (15) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and to the employee.

Step 3: The parties are in agreement that in many cases it is beneficial to attempt a mediated resolution of a grievance prior to resorting to arbitration. To this end, the Employer and the Union representative may mutually agree to request assistance from the Federal Mediation and Conciliation Service in mediating a grievance dispute. A written request for mediation must be made within fifteen (15) calendar days of the issuance of a Step 2 grievance answer.

Step 4: If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration must be in writing and must be sent within fifteen (15) calendar days of the receipt of the Step 2

answer, or, if Step 3 is invoked, within fifteen (15) calendar days of the close of the mediation session(s). Any grievance not submitted to Step 4 within the above mentioned time limits will be deemed settled based upon the Employer's Step 2 response, or any mediated settlement in Step 3. The Union must request such arbitration panel and notify the Employer of their desire to strike such panel within sixty (60) days from the request to arbitrate identified above, or the grievance will be deemed settled based upon the Hospital's Step 2 response.

The parties shall select a neutral arbitrator from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The party requesting arbitration shall strike the first name. Then, the parties shall alternatively strike names until one (1) name remains. That person shall be the arbitrator.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union and the Employer and the employees. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations provided herein may be extended by mutual written agreement of the parties. A grievance pertaining to discharge may be instituted at Step 2 of the grievance procedure.

ARTICLE 18

PROGRESSIVE DISCIPLINE

- A. No employee shall be disciplined, suspended, or discharged except for just cause. It is understood that discipline will be constructive in nature with the objective of helping the employee improve her or his performance. To this end, counseling shall be utilized as a continuing method of correcting performance problems.
- B. Except in cases involving serious misconduct, the Employer will observe the following measures of progress discipline:
 - 1. Verbal warning;
 - 2. Written warning;
 - 3. Suspension;
 - 4. Termination.
- C. Suspension for just cause shall normally be preceded by written warning. Discharge for just cause shall normally be preceded by a suspension. Verbal and written warnings shall cease to have force and effect twelve (12) months from the date of issuance, provided no intervening discipline has occurred. Suspensions shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred.

- D. The Union may be mailed or faxed written notice of any discharge, suspension, or written warning at the same time the affected employee and local Union representative are given written notice. This shall be the responsibility of the employee to notify the Union representative. The employee has the right to be accompanied by a Union representative at any meeting with Employer representatives to investigate, discuss, or issue discipline.

ARTICLE 19
GENERAL

- A. Notice of all vacancies or newly created positions shall be posted for fourteen (14) days. First consideration shall be given to candidates with the most seniority. Applicants desiring such posted positions shall apply within fourteen (14) days of such posting. The senior employee making application shall be granted the position in question, provided he or she has the necessary qualifications, including competencies and ability to perform the duties of the job involved.
- B. The Union does not waive its right nor the Employer its obligation to negotiate with regard to all matters which are negotiable under the National Labor Relations Act.
- C. The Employer shall not discriminate against any members of the Union nor shall any employee be laid off or terminated as a result of work performed by any current or newly hired employees in other classifications. In addition, no employee shall suffer a reduction of hours or a change of assignments or responsibilities on a discriminatory basis. Changes that are necessary shall be made as a result of an increase in the quality of patient care and the Union shall be notified in advance of any significant change to meet and confer with the Employer. If an agreement cannot be reached, the Union may refer the matter to arbitration in accordance with Article 17 as to whether the change was in violation of the Agreement.

Management shall have the ultimate responsibility, accountability, and decision-making authority for staffing levels and staffing patterns on any given shift provided that the terms of the contract Agreement are not violated.

- D. Prior to the hiring of any LPNs in the nursing service department, currently employed part-time nurses shall have the opportunity to receive the additional hours which are available. The part-time nurse must take the vacant position, it cannot be split. The Union recognizes that the Employer must maintain an adequate number of part-time nurses in order to allow flexibility in scheduling.
- E. Employees shall receive orientation to any unit in which they are required to work.
- F. Prior to any consolidation, merger, sale, transfer, or assignment of any part of the Employer or its successors, the Employer signatory, its successor, or assign of this Agreement shall require as a written condition of the merger, sale, transfer, or assignment that the acquiring entity will recognize the MLPNA—AFSCME as the exclusive representative of the employees employed here.

- G. If the Employer utilizes a system of employee evaluation, such evaluation shall be conducted annually. The employee shall sign the evaluation to acknowledge that it has been reviewed with him or her, but such signature shall not be construed as agreement or disagreement with the evaluation itself. Upon request, employees shall be provided a copy of the evaluation. Evaluations are intended to be used as performance assessment, recognition, and development tools. Evaluations will not be used, by themselves, to discipline employees. Evaluations can be used during the disciplinary process to show employees were previously put on notice about their expected job performance.
- H. Employees shall be reimbursed for fees paid to maintain professional certifications and/or memberships that are required by the Employer for the employee's job classification.

ARTICLE 20

EDUCATIONAL DEVELOPMENT

- A. The Employer shall provide reimbursement for eighty percent (80%) of the cost of tuition and books, up to one thousand five hundred dollars (\$1500.00) per calendar year, for preapproved work-related courses. Employees with an FTE of less than .75 will be reimbursed at 80% of the cost of tuition and books, up to one thousand (\$1000.00) per calendar year, for preapproved work-related courses. Rainy Lake Medical Center will only reimburse the employee for courses in which the employee attains a grade of C or higher, or a pass in those courses of study that do not provide a grade. Employees must sign a year-for-year certificate that he or she will continue to work or return to work for the Employer one (1) year for each year the Employer reimbursed the employee for, classes, after completion of the course or sequence of studies. The employee must return or continue to work at the previous or higher FTE. If the employee chooses to leave prior to completing the agreed upon year(s) of employment, the employee will repay on a prorated basis, the reimbursed cost.
- B. Employees who have completed their probationary period shall be granted the following paid days per calendar year for attendance at seminars and workshops subject to approval by Administration in the following manner:
- .75 FTE or greater shall be granted four (4) eight (8) hour days;
 - .5 to .75 FTE shall be granted three (3) eight (8) hour days;
 - Less than .5 FTE shall be granted one (1) eight (8) hour day.

Such approval shall not be unreasonably denied.

ARTICLE 21

MANAGEMENT RIGHTS

- A. Except as specifically limited by this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Employer. 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 layoff employees for cause; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies; to maintain and improve efficiency; to require observance of

Employer rules, regulations, retirement, and other policies; to discipline or discharge employees for cause; to determine the number of hours to be worked; and to determine the methods and equipment to be utilized and the type of service to be provided. The Employer shall have the right to make work rules and policies, provided that changes in such rules shall be reduced to writing and furnished to the Union as soon as possible for its information and made available to employees and provided that they do not violate any provisions of this Agreement

ARTICLE 22
COMPLETE AGREEMENT

- A. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein, and neither party, unless by mutual agreement, shall be required during the term of this agreement to negotiate or bargain upon any issue.

Certain practices, either past or present, and/or procedures implemented by the Company which are not in conflict with the subsequent Articles of this Agreement shall not be construed as part of this Agreement unless such as set forth in writing and specifically state they are part of the agreement and are signed by the Chief Executive Officer or Human Resource Manager, an appropriate Union official.

ARTICLE 23
DURATION AND RENEWAL

This Agreement is to be in effect upon signing to October 31, 2017.

This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and duly be executed by their duly authorized representative on _____, 20__.

RAINY LAKE MEDICAL CENTER
By Bonnie Erickson
Title CEO
Date 06/07/2018

MLPNA-AFSCME LOCAL 105
By Cam Stoll
Title LABOR REPRESENTATIVE
Date 6/7/18

AFSCME Staff Representative

**AFSCME LOCAL 105 WAGESCALE
NOVEMBER 1, 2017 – OCTOBER 31, 2020**

Laboratory

Phlebotomist - All Locations

Hours of Service	Years of Service	11/1/2017		
		1.5%	12%	1.5%
0	0	\$ 12.38	\$ 13.87	\$ 14.08
4160	2	\$ 13.38	\$ 14.98	\$ 15.21
10400	5	\$ 14.36	\$ 16.09	\$ 16.33
14560	7	\$ 15.35	\$ 17.19	\$ 17.45
20800	10	\$ 16.35	\$ 18.31	\$ 18.59
31200	15	\$ 17.33	\$ 19.41	\$ 19.70
41600	20	\$ 18.32	\$ 20.52	\$ 20.83
62400	30	\$ 19.31	\$ 21.62	\$ 21.95

Lab Assistant - All Locations

Hours of Service	Years of Service	11/1/2017		
		1.5%	12%	1.5%
0	0	\$ 13.38	\$ 14.98	\$ 15.21
4160	2	\$ 14.69	\$ 16.45	\$ 16.70
10400	5	\$ 16.35	\$ 18.31	\$ 18.59
14560	7	\$ 17.99	\$ 20.14	\$ 20.45
20800	10	\$ 18.98	\$ 21.26	\$ 21.58
31200	15	\$ 19.62	\$ 21.97	\$ 22.30
41600	20	\$ 20.29	\$ 22.72	\$ 23.07
62400	30	\$ 21.28	\$ 23.84	\$ 24.20

Medical Technologist (MLT) - All Location

Hours of Service	Years of Service	11/1/2017		
		1.5%	4.0%	1.5%
0	0	\$ 18.18	\$ 18.91	\$ 19.19
4160	2	\$ 19.88	\$ 20.68	\$ 20.99
10400	5	\$ 21.37	\$ 22.22	\$ 22.55
14560	7	\$ 22.90	\$ 23.81	\$ 24.17
20800	10	\$ 24.01	\$ 24.98	\$ 25.35
31200	15	\$ 24.77	\$ 25.76	\$ 26.14
41600	20	\$ 25.54	\$ 26.56	\$ 26.96
62400	30	\$ 26.66	\$ 27.73	\$ 28.15

MT/Medical Lab Scientist (MLS) - All Locations

Hours of Service	Years of Service	11/1/2017		
		1.5%	4%	1.5%
0	0	\$ 25.96	\$ 27.00	\$ 27.41
4160	2	\$ 27.47	\$ 28.56	\$ 28.99
10400	5	\$ 28.97	\$ 30.13	\$ 30.58
14560	7	\$ 30.49	\$ 31.71	\$ 32.19
20800	10	\$ 31.63	\$ 32.89	\$ 33.39
31200	15	\$ 32.40	\$ 33.69	\$ 34.20
41600	20	\$ 33.13	\$ 34.45	\$ 34.97
62400	30	\$ 34.25	\$ 35.62	\$ 36.15

**AFSCME LOCAL 105 WAGESCALE
NOVEMBER 1, 2017 – OCTOBER 31, 2020**

Radiology

Radiological Technologist - Hospital

Hours of Service	Years of Service	1.5% 11/1/2017	2.0% 11/1/2018	1.5% 11/1/2019
0	0	\$ 23.63	\$ 24.10	\$ 24.46
4160	2	\$ 25.09	\$ 25.59	\$ 25.98
10400	5	\$ 26.56	\$ 27.09	\$ 27.50
14560	7	\$ 28.02	\$ 28.58	\$ 29.01
20800	10	\$ 29.12	\$ 29.70	\$ 30.15
31200	15	\$ 29.87	\$ 30.47	\$ 30.93
41600	20	\$ 30.59	\$ 31.20	\$ 31.67
62400	30	\$ 31.70	\$ 32.33	\$ 32.82

Ultrasonographer / Radiological Technologist - All Locations

Hours of Service	Years of Service	1.5% 11/1/2017	2.0% 11/1/2018	1.5% 11/1/2019
0	0	\$ 30.09	\$ 30.70	\$ 31.16
4160	2	\$ 31.97	\$ 32.61	\$ 33.10
10400	5	\$ 33.84	\$ 34.52	\$ 35.03
14560	7	\$ 35.70	\$ 36.41	\$ 36.96
20800	10	\$ 37.12	\$ 37.86	\$ 38.43
31200	15	\$ 38.03	\$ 38.79	\$ 39.37
41600	20	\$ 38.99	\$ 39.77	\$ 40.36
62400	30	\$ 40.17	\$ 40.98	\$ 41.59

**AFSCME LOCAL 106 WAGESCALE
NOVEMBER 1, 2017 – OCTOBER 31, 2020**

Nursing

Licensed Practical Nurse (LPN) - Hospital

Hours of Service	Years of Service	1.5%		
		11/1/2017	11/1/2018	11/1/2019
0	0	\$ 17.85	\$ 18.66	\$ 18.94
2080	1	\$ 18.73	\$ 19.57	\$ 19.86
4160	2	\$ 19.11	\$ 19.97	\$ 20.27
6240	3	\$ 19.52	\$ 20.40	\$ 20.70
8320	4	\$ 19.99	\$ 20.88	\$ 21.20
10400	5	\$ 20.68	\$ 21.61	\$ 21.93
14560	7	\$ 21.02	\$ 21.97	\$ 22.30
16640	8	\$ 21.77	\$ 22.75	\$ 23.09
20800	10	\$ 22.79	\$ 23.81	\$ 24.17
31200	15	\$ 23.21	\$ 24.26	\$ 24.62
41600	20	\$ 23.67	\$ 24.73	\$ 25.11
52000	25	\$ 24.13	\$ 25.21	\$ 25.59
62400	30	\$ 24.63	\$ 25.74	\$ 26.13
72800	35	\$ 25.98	\$ 27.15	\$ 27.56
83200	40	\$ 26.50	\$ 27.69	\$ 28.11

Certified Surgical Technician

Hours of Service	Years of Service	1.5%		
		11/1/2017	11/1/2018	11/1/2019
0	0	\$ 20.16	\$ 21.17	\$ 21.48
4160	2	\$ 21.00	\$ 22.05	\$ 22.38
10400	5	\$ 21.66	\$ 22.74	\$ 23.08
14560	7	\$ 22.33	\$ 23.45	\$ 23.80
20800	10	\$ 23.03	\$ 24.18	\$ 24.54
31200	15	\$ 23.99	\$ 25.19	\$ 25.57
41600	20	\$ 24.96	\$ 26.21	\$ 26.60
62400	30	\$ 26.99	\$ 28.34	\$ 28.76



September 7, 2018

Leann Stoll, Labor Representative
118 Central Avenue
Nashwauk, MN 55769

RE: OR Nursing Support Request between AFSCME Council 65, Local 1843-1 and AFSCME Local 105

LETTER OF UNDERSTANDING

This Letter of Understanding serves as a mutual agreement made on Sept 7, 2018 in which parties agree to support nursing between the Rainy Lake Clinic and the Hospital OR with the Orthopedics Association (OA) providers and RLMC's Physician Assistant.

This LOU request is due in part to an employee request to reduce their current FTE and with the difficulty of finding a qualified nurse to fill a less than fulltime opening.

The following is our mutual understanding:

1. Unions agree to allow the Clinic nurse who normally works with (FTE or Casual) OA and Physician Assistant to offer support to scheduled OR Orthopedic visits.
2. Orthopedic Specialty Clinic job duties include preparing charts for clinic, managing the clinic schedule, patient care in the clinic setting, and other duties as assigned.
3. Orthopedic visits with physicians from Orthopedic Associates occur on Thursdays, 2-4 times per month. The shift is 8-10 hours long with 2 hours being allocated the day prior for clinic preparation and organization of the clinic schedule and charts.
4. The Clinic nurse will be working alongside and sometimes independent of the current Orthopedic Clinic LPN.
5. The Clinic nurse's compensation, who is working in this role, will be paid at the rate based on years of service according to the wage classification of the AFSCME 105 wage scale during hours worked in the Hospital.
6. Nothing further in this LOU shall alter or change the contract agreement between parties.

By: [Signature]
 Date: 9/7/18

UNION AFSCME 1843-1

By: [Signature]
 Date: 09/08/18

RAINY LAKE MEDICAL CENTER

By: [Signature]
 Date: 9/7/18

UNION AFSCME 105

CC: Roz Snyder, Chief Nursing Officer
 Lynn Skaro, Manager of Surgical Operations
 Kris Foss, Executive Director of Clinic Operations
 Brenda Hamilton, AFSCME 105 Representative

This Memorandum of Agreement is entered into between Rainy Lake Medical Center (hereafter "Employer") and AFSCME, AFL-CIO, Local 105 (hereafter "Union") representing the employees of Rainy Lake Medical Center.

WHEREAS: The employer and the Union are both parties to a Collective Bargaining agreement that was freely and fairly negotiated and shall remain in effect until 10/31/2020; and

WHEREAS: A need for intermittent additional Laboratory coverage on the weekends at Rainy Lake Medical Center Clinic has presented itself; and

WHEREAS: The CBA is silent regarding on-call pay for Laboratory staff; and

WHEREAS: It is in the interest of both parties to establish a voluntary on-call system to accommodate the potential on-call needs on these intermittent weekends;

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the terms and conditions of a voluntary on-call system

BE IT RESOLVED: The following contract language shall maintain the full force and effect of any other provisions of the CBA:

1. Laboratory Staff: Employees who volunteer to be scheduled on call will receive a minimum of two (2) hours pay at time and one-half (1 ½) at their regular rate of pay for the first call back received during their scheduled on-call shift. For any subsequent calls during the on-call shift, the employee will have the following option to:
 - i. Work the two (2) hours callout at time and one half (1 1/2) their hourly rate of regular pay; or
 - ii. Go home after their callout work is completed and receive one hour of pay at time and one half (1 ½) their regular rate of pay or for actual hours worked.
 - iii. In the event of a call-in or call back, employee must contact MLS/MLT before returning home or leaving the facility to confirm no additional service will be needed.
 - iv. Laboratory Department: staff will not be scheduled for less than two (2) hours of on-call duty
 - v. Laboratory Employees: When employees are called in, they will have one- half (1/2) hour driving time counted as hours worked for pay and benefits.
2. Voluntary Weekend Call Pay for Laboratory Employees: will be paid five dollars and fifty cents (\$5.50) per hour for on-call pay

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement, but instead are in addition to the existing provisions. All other provisions of the collective bargaining agreement continue to apply including but not limited to: Provisions relating to On-Call for all other classifications, Short Notice Bonus Pay, and Weekend Shift Bonus language.

DATED THIS 9 of 12, 2019.

FOR THE EMPLOYER



Robb Pastor, CEO



David Monson, Exec. Dir. Of HR

FOR THE UNION



Kim Haugen, Union President



Leann Stoll, Labor Representative

This Memorandum of Agreement is entered into between Rainy Lake Medical Center (hereafter "Employer") and AFSCME, AFL-CIO, Local 105, (hereafter "Union") representing the employees of RLMC.

WHEREAS: The Employer and the Union are both parties to a collective bargaining agreement not set for expiration until 2021;

WHEREAS: The Employer has interest in forming a new position called "X-Ray Operator" within the Imaging department of Rainy Lake Medical Center; and

WHEREAS: The purpose of this new position will be to perform diagnostic procedures using X-Ray to produce optimum digital images as per Rainy Lake Medical Center's patient care standards. This position will require registration as a Limited Scope X-Ray Operator with the Minnesota Department of Health.

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the compensation of this new position as is listed below:

	New Position
YRS SERVICE	X-RAY OPERATOR
0	\$ 19.21
2	\$ 20.40
5	\$ 21.60
7	\$ 22.78
10	\$ 23.68
15	\$ 24.29
20	\$ 24.87
30	\$ 25.78

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. All other provisions of the collective bargaining agreement continue to apply including but not limited to: wages, benefits, seniority, ability to negotiate, etc.

DATED THIS 15 of October, 2020.

FOR THE EMPLOYER

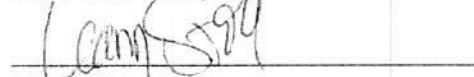


Human Resource Director

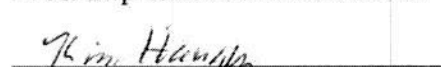


CEO

FOR THE UNION



Labor Representative-AFSCME 65



Local 105 President