

AGREEMENT

Between

WINDOM AREA HOSPITAL

And the

WINDOM AREA HOSPITAL REGISTERED NURSES UNION

July 1, 2016 to June 30, 2018

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**CONTRACT BETWEEN**  
**WINDOM AREA HOSPITAL**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, COUNCIL 65, AFL-CIO**

This is a contract made and entered into the day and year hereafter written by and between Windom Area Hospital, hereinafter referred to as the "Hospital", and the American Federation of State, County and Municipal Nurses, Council 65, AFL-CIO, Local Union No. 578, hereinafter referred to as the "Union" as follows:

**ARTICLE I**  
**SCOPE AND DEFINITION**

- 1.1 This Contract, and the accompanying Schedule A, incorporates the entire understanding of the parties and supersedes any existing agreements, practices or understandings of any kind.
- 1.2 This contract shall apply to and be limited to all general duty Registered Nurses employed by Windom Area Hospital and described in this Article. The Hospital recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time, part-time and PRN general duty registered nurses employed by Windom Area Hospital.
- 1.3 The term "nurse" as used herein shall mean "Registered Nurse" hired for a direct patient care position. The term "Registered 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 Nursing as a Registered Nurse. The Hospital and Union agree that only persons so licensed shall be recognized as Registered Nurses.
- 1.4 A full-time (FT) nurse is one who is hired at full-time status and is regularly scheduled eighty (80) hours per two (2) week pay period, but may request to be scheduled sixty-four (64) or seventy-two (72) hours per two (2) week pay period, without a loss of benefits.
- 1.5 A regular part-time (RPT) nurse is one who is regularly scheduled to work at least forty (40) hours but less than eighty (80) hours in a two (2) week pay period.
- 1.6 A part-time (PT) nurse is one who is regularly scheduled to work less than forty (40) hours in a two (2) week pay period.
- 1.7 A PRN Nurse is a nurse who shall be unscheduled, and who shall be the first nurse to be cut from any work schedule or call schedule, unless the scheduling of a FT, RPT or PT nurse constitutes the payment of overtime.
- a) In order to remain on the PRN list, a PRN Registered Nurse must work a minimum of sixteen (16) hours per month, of which eight (8) hours must be worked as clinical

time. The remaining eight (8) hours may be credited based upon completed in-services, authorized education and mandatory meetings. Call/cut hours shall count as hours worked.

- b) PRN nurses must attend mandatory meetings and in-services. If unable to attend, the nurse must notify the Director of Patient Care or designee forty-eight (48) hours prior to the date of the said in-service or meeting, and complete the appropriate assignment within the time frame set by the Director of Patient Care or designee.
- c) PRN nurses shall not be removed from the PRN list if there are no PRN hours available, or if they have not been offered at least sixteen (16) hours per month.

## ARTICLE 2 PROBATIONARY PERIOD

### ARTICLE 2-PROBATIONARY PERIOD

2.1 The first ninety (90) days of employment for full-time nurses and 520 hours for part-time nurses will be a probationary period. During the probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. The probationary period for PRN Nurses shall be two hundred and sixty (260) hours worked unless the PRN employment is extended employment, the nurse having been previously employed as a nurse immediately preceding the PRN employment.

2.2 Upon satisfactory completion of the probationary period, the nurse shall be granted seniority dating from the commencement of his/her 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 3 MANAGEMENT RIGHTS

3.1 Except as specifically limited by the express written provisions of this Contract, 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 nurses to be employed, to lay off nurses, 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 and discharge nurses for cause, to schedule work and to determine the number of hours to be 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 4  
HOURS OF WORK

4.1 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) hours in any consecutive twenty-four (24) hour, 11:00 p.m. to 11:00 p.m., period. 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 any work day, or in excess of eight (8) consecutive hours, he/she will be paid at one and one-half (1-1/2) times the regular rate of pay for all excess time so worked.

4.2 For the purpose of this Contract, the term "days" shall refer to the shift beginning 7:00 a.m.; the term "evenings" shall refer to the shift beginning at 3:00 p.m.; and the term "nights" shall refer to the shift beginning at 11:00 p.m. Likewise, in the scheduling of twelve (12) hour shifts, the shifts shall begin at 7:00 a.m. and 7:00 p.m. Management reserves the right to change shift times, on a permanent basis, with a minimum of a twelve (12) week notice to the Union.

4.3 Factors influencing scheduling shall include seniority, experience, and the number of shifts available. The final decision regarding scheduling shall rest with the Director of Patient Care or designee.

a) Nurses will not be scheduled to work more than seven (7) consecutive days, unless mutually agreed otherwise. The scheduled work week need not correspond to the calendar week. No more than ten (10) days of work shall be scheduled in any two (2) week pay period.

b) Nurses shall not be required to work more than two (2) of three (3) shifts (days/evenings/nights) during a fourteen (14) day work period-unless mutually agreed otherwise-with the exception of the first day of the pay period

c) There will be at least twelve (12) hours between assigned shifts (days/evenings/nights) unless mutually agreed otherwise. Nurses shall not be scheduled to work back to back shifts unless mutually agreed otherwise.

d) Nurses shall be allowed fifteen (15) minutes relief in each complete four (4) hour period worked if work load allows.

e) Completed work schedules covering a four (4) week period, shall be posted at least fourteen (14) Days in advance of the time covered by such schedule. Schedules will not be changed after posting except in cases of emergency or with the consent of the nurse.

f) Surgical nurses will not be put on call for floor duty unless mutually agreeable. In addition to usual surgical call, surgical nurses will remain subject to call for minor surgical procedures, disasters, multiple traumas or rape/assault.

g) Unrequested on-call hours of regularly scheduled shifts shall be counted as hours worked for the purpose of computing benefits, as defined in Article 4, Section 4.9.

4.4 The general pattern of scheduling will provide as follows:

a) Nurses will be scheduled off on alternate weekends (Saturday and Sunday) except in cases of mutual agreement or unavoidable situations in which the regular pattern of scheduling would have the effect of depriving patients of needed nursing services.

b) Nurses required to work more than two (2) weekends in a four (4) week period will be paid time and one-half (1-1/2) for each extra weekend shift worked, unless the nurse agreed to work for a regular rate of pay.

c) If a nurse is cut on a scheduled weekend, but then works an extra weekend during that pay period, the extra weekend shall be deemed overtime for purposes of computing pay.

d) The scheduled weekend shifts off for night shift nurses shall be Friday and Saturday.

4.5 The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Hospital. Employees shall be allowed one split per twelve (12) hour weekend shift with one other nurse. The employee(s) must ensure that no OT is incurred and patient care is not negatively impacted as a result of the split shift.

4.6 A nurse who is not notified at least two (2) hours in advance and who reports for work on his/her regular shift and is sent home for lack of work, or who is asked to report to work and is then sent home, shall receive a minimum of two (2) hours pay at the regular hourly rate. For the purpose of this section, a telephone call to the nurse's phone number, as posted on the schedule, shall serve as proper notice.

4.7 When extra hours of work are available, hours will be rotated in a seniority order for sign up shifts per schedule and for non-sign up shifts in seniority order. In the event that the trauma team or rapid response is activated, employees within close proximity of the hospital will be contacted based on seniority.

4.8 In the event a nurse is required by the Hospital to attend in-service training programs or meetings, at times when the nurse is not scheduled to work, the nurse shall receive payment for attendance at the nurse's applicable rate of pay. The Hospital will telephone individuals who have not been on the schedule for three (3) days prior to the date on which such in-service training programs or meetings are to be conducted. Likewise, a nurse shall be telephoned in the event that such training program or meeting is cancelled. A telephone call made to the nurse's phone number, as posted on the schedule, shall serve as proper notice. In the event that a nurse is not notified of the cancellation and the nurse presents to the hospital to attend, the nurse shall receive two (2) hours pay at the applicable rate of pay. If a nurse is unable to attend, they must notify the Director of Patient Care a minimum of forty-eight (48) hours prior to the scheduled training program or meeting. In the event of a nurse's absence, it is the responsibility of the

nurse to complete required assignments within a time frame specified by the Director of Patient Care.

4.9 Paid Time Off (PTO), mandatory meetings and mandatory education shall be considered as hours worked for the purpose of computing overtime, PTO and Sick Bank accrual, benefits, wage step increases and seniority. Benefits shall include but are not limited to: Paid Time Off (PTO), Health Insurance, Dental Insurance, Sick Leave Bank, and approved education time. Paid Time Off (PTO) shall be considered as hours worked for all of the circumstances listed above with the exception of the computation of overtime.

4.10 When staffing levels permit, the Hospital shall endeavor to schedule in a manner such that nurses shall not be required to work the evening shift on Friday prior to a weekend off.

4.11 Nurses working an average of one hundred thirty (130) hours per month (.75 FTE) or more during the stated measurement period (Nov-Oct each year) will be offered full-time benefits for the following calendar year (Jan-Dec). Nurses classified as .75 FTE will not necessarily be scheduled eight (8) shifts per pay period. Full time nurses may request to be scheduled eighty (80) hours per pay period or may request sixty-four (64) or seventy-two (72) hours per two (2) week pay period, without a loss of benefits.

a) Low Census Provision. It is agreed and understood that if hours are reduced because of low census so that nurses are unable to work their regularly scheduled hours, they will not suffer a change of status and loss of benefits.

4.12 The Hospital and an individual nurse may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. In establishing and considering changes in flexible schedules, the basic policy should be to obtain maximum staff input and support which recognize the needs of the Hospital and the rights of individual nurses. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions.

- a. A nurse shall be given an opportunity to participate in twelve (12) hour flexible schedule. Consideration will be made for all staff members, but assignment will go to most senior nursing staff members.
- b. A nurse shall have the opportunity to review the alternate work schedule being considered prior to volunteering for flexible work schedules.
- c. The Hospital shall retain written documentation that a nurse has agreed to a flexible work schedule and of the type of flexible schedule to which the nurse has agreed.
- d. The Hospital may revoke a flexible twelve (12) hour work pattern 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.
- e. The nurse may revoke such election of twelve (12) hour flexible work pattern by

giving a four (4) week notice of revocation prior to the effective date of the Hospital's next posted schedule. That said nurse will be offered an eight (8) hour schedule, when available. In the event that the Hospital revokes a nurse's twelve (12) hour flexible work pattern, the Hospital will offer the nurse a regular eight (8) hour schedule upon revocation.

- f. The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Article 4.1. Even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of his/her scheduled work day shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.
- g. Shift differential will remain as specified in Article 5.3.
- h. Holiday pay, PTO, and sick time benefits shall be used based on the number of hours regularly scheduled under the flexible schedule (e.g., a nurse normally scheduled for eight (8) hours would use eight (8) hours; a nurse normally scheduled twelve (12) hours would use twelve (12) hours for unworked hours).
- i. Nurses that have signed the agreement for twelve (12) hour flexible scheduling shall be scheduled to work no more than one (1) of every three (3) weekends unless mutually agreeable or in cases of emergency or unavoidable situations in which the regular pattern of scheduling would have the effect of depriving patients of needed nursing services.
- j. Nurses who work more than their scheduled every third (3<sup>rd</sup>) weekend will be paid at time and one-half (1-1/2) for each extra weekend day worked.

## ARTICLE 5 WAGES

5.1 Nurses shall be paid according to a single schedule, and the parties hereby adopt the nurse's pay scale as set forth in Schedule A, attached to this Contract, and incorporated hereby by reference. Wage levels on an hourly basis shall be as set forth in Schedule A, appended to this contract.

5.2 All nurses shall be placed on the wage schedule, Schedule A, based on the number of paid hours from most recent date of hire. Step increases shall be effective beginning the next pay period following the date of the advancement to the next wage step when the required number of hours of work has been met.

5.3 Nurses who work the evening shift shall be paid an additional \$1.10 per hour differential. Nurses working the night shift shall be paid an additional \$2.15 per hour differential.



5.4 Upon the employment of a nurse by the Hospital who has had prior hospital experience as a Registered Nurse, the Hospital will review and evaluate the experience and qualifications of the nurse, and shall assign such credit as the Hospital deems reasonable. That credit shall be limited to ten (10) years, based on hours worked. This credit will be considered as the equivalent of employment in the Hospital for the purpose of placement on the wage schedule only.

5.5 A nurse who changes from part-time to full-time status or vice versa shall not have his/her pay reduced as a result of the change and shall be given credit for hours accumulated in the prior status for purposes of wage and other applicable benefits.

5.6 In the event the Hospital determines that a nurse should perform ambulance duty, the nurse assigned shall be paid at the applicable rate of pay according to the terms of this Contract.

5.7 The Hospital will pay a nurse in charge up to fifteen (15) minutes in advance of the start of her shift.

#### ARTICLE 6 ON-CALL PAYMENTS

6.1 Nurses shall receive twenty percent (20%) of their normal hourly rate of pay, per hour, for on-call duty.

6.2 Nurses who are assigned to surgical on-call duty shall receive four dollars (\$4.00) per hour. Surgical nurses shall be paid time and one-half (1-1/2) of their regular hourly rate of pay for all call backs. When a surgical nurse is called back to work while on-call, the nurse shall be paid for not less than two (2) hours.

6.3 Hours actually worked during a period of on-call duty will be paid for at straight time or overtime rates of pay, whichever is applicable.

6.4 Nurses who are on call on holidays shall be compensated at the rate of one and one-half (1-1/2) times their regular on-call rate of pay.

6.5 If a nurse is called to work while on call, the nurse shall be paid not less than two (2) hours pay at the applicable rate of pay.

6.6 If a nurse is not scheduled to work and is called in by the Hospital after the shift has started, they shall receive one (1) additional hour of pay at their regular hourly rate, regardless of department worked, with the exclusion of Specialty Nurse services who are called for their specialty and if signed off by the charge nurse.

6.7 Floor nurses who have at least twenty (20) years of service with the Hospital, from their most recent date of hire, as a Registered Nurse, shall have the choice whether or not to be on-call, unless the hours constitute overtime.

6.8 Unrequested on-call hours will count towards hours worked, including for the computing of benefits as stated in Article 4, Section 4.9. Call shifts will be limited to two (2) regularly scheduled shifts per pay period. Call shift shall be defined as two (2) or more hours spent in on-call status after the beginning of the scheduled shift.

6.9 In the event that a nurse is called in to work an extra shift on her day off and the extra hours of work result in overtime status, the extra hours worked shall remain in overtime status in the event that the nurse is, subsequently, required to take on-call during the same pay period unless the on-call is requested.

## ARTICLE 7 HOLIDAYS

7.1 Holidays as set forth herein are included in the PTO calculations as set forth in Article 8 All nurses shall be granted two (2) floating holidays, as well as the following eight (8) holidays with pay:

New Year's Day  
Good Friday  
Easter Sunday  
Memorial Day

Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

7.2 All nurses who work on a holiday shall be paid time and one-half (1-1/2) their regular hourly rate for holiday hours worked.

7.3 Nurses scheduled to work on a holiday need not take call unless mutually agreeable.

7.4 When possible, holiday work shall be rotated equally among all nurses.

7.5 Nurses scheduled to work the night shift, which is eligible for holiday pay, shall also be scheduled for the succeeding night shift, unless such scheduling will result in unavoidable overtime.

7.6 Nurses who work between 3:00 p.m. and 11:00 p.m. on Christmas Eve (December 24) and New Year's Eve (December 31) shall be paid time and one-half (1-1/2) of their regular hourly rate of pay for all hours worked. Nurses who work between 11:00 p.m. and 7:00 a.m. on the night of December 25/26 shall be paid at time and one-half (1-1/2) of their regular hourly rate of pay for all hours worked.

7.7 Nurses working on Easter, July 4<sup>th</sup>, Thanksgiving, Christmas shall receive free meals from the Hospital.

ARTICLE 8  
PAID TIME OFF

8.1 Purpose. The purpose of this Article is to provide a policy for paid time off that is more flexible than the previous rules governing sick time, vacation, and holiday hours, and to simultaneously reduce discrimination in the availability of paid time off while rewarding nurses who use little or no unscheduled time off (sick days).

8.2 Paid Time Off (PTO). Nurses shall accumulate benefits for vacation and sick leave from the date of hire. Vacation and sick leave are incorporated into the PTO formula. However, PTO benefits cannot be used during the first ninety (90) calendar days or 520 hours, whichever is greater, after the most recent date of employment.

8.3 PTO Limitations. Nurses will have PTO accumulated on the basis of paid hours, with the exception of donated PTO, not to exceed 2080 paid hours per year. Paid hours will include unrequested on-call hours of any regularly scheduled shift.

8.4 PTO Calculations. PTO accumulations will be accumulated as follows:

FULL-TIME. Full-time nurses shall earn PTO per the following schedule:

a) Start of employment through the completion of five years of service (1-10,399 hours paid): Twenty-seven (27) days PTO (0.104/hour paid, 216 maximum hours accrued per year)

Accumulation of:

- i. Ten (10) holidays per year added to PTO bank
- ii. Ten (10) days vacation per year added to PTO bank
- iii. Seven (7) days sick leave per year added to PTO bank
- iv. Plus five (5) days per year added to sick leave bank

b) Start of sixth year of service through completion of seventh year of service (10,400 – 14,559 hours paid): Thirty-two (32) days PTO (0.123/hour paid, 256 maximum hours accrued per year)

Accumulation of:

- i. Ten (10) holidays per year added to PTO bank
- ii. Fifteen (15) days vacation per year added to PTO bank
- iii. Seven (7) days sick leave per year added to PTO bank
- iv. Plus five (5) days per year added to sick leave bank

- c) Start of eighth year of service through completion of tenth year of service (14,560 – 20,799 hours paid: Thirty-four (34) days PTO (0.130/hour paid, 272 maximum hours accrued per year)

Accumulation of:

- i. Ten (10) holidays per year added to PTO bank
- ii. Seventeen (17) days vacation per year added to PTO bank
- iii. Seven (7) days sick leave per year added to PTO bank
- iv. Plus five (5) days per year added to sick leave bank

- d) Start of eleventh year of service through completion of fifteenth year of service (20,800- 31,199 hours paid: Thirty-seven (37) days PTO (0.1425/hour paid, 296 maximum hours accrued per year):

Accumulation of:

- i. Ten (1) holidays per year added to PTO bank
- ii. Twenty (20) days vacation per year added to PTO bank
- iii. Seven (7) days sick leave per year added to PTO bank
- iv. Plus five (5) days per year added to sick leave bank

- e) Start of sixteenth year of service or more (31,200 or more hours paid): Thirty-nine (39) days PTO (0.150/hour paid, 312 maximum hours accrued per year):

Accumulation of:

- i. Ten (10) holidays per year added to PTO bank
- ii. Twenty-two (22) days vacation per year added to PTO bank
- iii. Seven (7) days sick leave per year added to PTO bank
- iv. Plus five (5) days per year added to sick leave bank

REGULAR PART-TIME. Regular part-time nurses shall earn PTO per the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>
1-3 years (0-8,319 hours)	0.104
4-6 years (8,320-14,559 hours)	0.112
7-9 years (14,560-20,799 hours)	0.119
10-12 years (20,800-27,039 hours)	0.135
13-14 years (27,040-31,199 hours)	0.142
15+ years (31,200 hours+)	0.150

Maximum accrual is 192 hours per year.

PART-TIME AND PRN: Part-time and PRN shall receive one (1) eight (8) hour vacation day for every one hundred seventy-three (173) hours paid (0.046/hour paid to a maximum of ninety-six (96) hours per year), with a maximum accrual of 192 hours.

8.5 PTO Use. A nurse may have a maximum of three hundred (300) hours of accrued PTO. Any additional PTO accrued over three hundred (300) hours will be lost. The following rules will apply to PTO.

- a. PTO hours will start accruing from the date of hire.
- b. Nurses will be eligible for PTO used for holidays, vacation, and sick time as stated in Article 8, Section 8.4 of this Contract.
- c. PTO will be paid out only if accumulated. Determination of the pay for PTO is calculated by multiplying the nurse's hourly wage by the number of hours worked in a normal shift, including unrequested call of regularly scheduled shifts.
- d. Department managers shall give as much consideration as possible to a nurse's preference, but at all times consideration must be given to the departmental requirements.
- e. The department manager must notify the payroll clerk immediately of any change of employment status for proper assignment of PTO accumulation factors.
- f. Accumulated PTO, plus sick leave bank, will be used for time off which occurs while on any approved medical leave of absence.
  - g. In any pay period in which a pay check is received, PTO will accrue. During a leave of absence, if the nurse continues to receive a paycheck, PTO will continue to accrue. PTO and sick leave will not accrue when using donated PTO hours.
  - g. In any pay period in which a pay check is received, PTO will accrue. During a leave of absence, if the nurse continues to receive a paycheck, PTO will continue to accrue. PTO and sick time will not accrue when using donated PTO hours
- h. When a nurse changes jobs or job classification, the PTO anniversary date will remain the same. The accrual rate will be based according to consecutive years of service to the hospital from the most recent date of employment, for the purposes of restarting the annual maximum accruals.
- i. Nurses who resign giving proper notice, or are laid off, or are discharged for reasons other than violation of hospital policies or procedures which would disqualify them from unemployment compensation benefits, shall be paid the unused portion of their PTO earned as of the separation date as long as they have been a nurse at least six (6) months.

- j. PTO may not be used as part of the resignation notice, unless the PTO has been requested and approved prior to completing the resignation.
- k. When a nurse does not return from an authorized leave of absence, accumulated PTO is not paid unless proper notice is given during the leave of absence.
- l. When PTO is used for a sick day, the nurse must still call to inform his/her supervisor (or charge nurse) of the illness.
- m. PTO hours are not considered as hours worked for the purpose of computing overtime.
- n. Nurses may transfer up to fifty-six (56) hours into their sick leave bank one time within a twelve (12) month period, beginning on the employee's anniversary date.

8.6 A nurse may take up to three (3) single PTO days per year without the nurse being responsible for finding her own replacement. All PTO requests must be submitted prior to the posted cut-off date for scheduling. PTO requests shall be granted on a first come, first served basis. PTO may be requested up to six (6) months prior to the date of the request. A written response to a vacation request shall be given within fourteen (14) days of the date of the submission. Vacation requests shall initially be limited to one week per nurse between Memorial Day and Labor Day. Nurses may request additional PTO after the initial vacation requests are approved. Approved PTO requests may be revoked by the nurse after written approval is received from the Director of Patient Care. If revoked, nurses are responsible for trading shifts and must ensure that no OT is incurred resulting from the trades.

8.7 Nurses who have worked for the Hospital for fifteen (15) continuous years or more (31,200 total paid hours) from their recent date of employment, have an opportunity to "cash in" up to 60 hours of PTO per calendar year.

- a) Employees with a PTO balance of at least 100 hours, at the time of completing their request, may elect to "cash in" 8 to 40 hours of PTO.
- b) Employees with a PTO balance of at least 150 hours, at the time of completing their request, may elect to "cash in" 8 to 60 hours of PTO.
- c) This is a one-time irrevocable election made during the benefits open enrollment period for cash in at a specified time during the next calendar year.
- d) PTO will be paid out at 100% of the employee's rate of pay on the date of the payout.
- e) Employees must have at least the amount of the election in their PTO bank at the time of payout in order to receive any payout.

## ARTICLE 9

### SICK LEAVE BANK

9.1 Sick leave hours are paid for absences caused by illness, surgery, childbirth, personal injury, exposure or quarantine, for a nurse, spouse, or dependent child, which is extended beyond one (1) regular scheduled shift. The first shift shall be covered with PTO hours. When the second (2<sup>nd</sup>) consecutive scheduled shift is not worked, hours to cover that shift and any additional shifts required for any purpose authorized by this section may then be taken out of the nurse's sick leave bank or PTO bank, at the nurse's option. The PTO used for the first shift missed shall not revert back to the PTO bank if illness is extended. When a nurse is scheduled to work a twelve (12) hour shift, the first eight (8) hours shall be compensated by utilizing PTO, and the remaining four (4) hours shall be compensated by utilizing sick leave bank hours, at the nurse's option.

9.2 All FT and RPT nurses will accumulate sick leave bank hours on the basis of paid hours, as defined in Article 4, Section 4.9. For each paid hour, the corresponding rate for sick leave bank hours will be 0.019 per hours paid. Such accumulation will not exceed 1.52 hours per pay period. The maximum accrual of sick leave hours shall be 960 hours.

9.3 When sick leave bank hours are paid, nurses will receive the regular rate of pay for the number of hours they are normally scheduled to work during the shift for which sick leave bank pay is sought.

9.4 Sick leave bank hours are paid after the first (1<sup>st</sup>) regular work shift is missed if the nurse has been employed for ninety (90) days or 520 hours, whichever is greater. Nurses will be eligible for the amount of hours accumulated in their sick leave bank. If the sick leave bank is depleted, accumulated PTO must be used.

9.5 Nurses eligible to receive sick leave bank hours will receive pay for the normal number of scheduled work shifts missed in the pay period, and sick leave bank hours, with the exception of donated PTO, will accrue during any period that a payroll check is received by the nurse from the Hospital.

9.6 During a leave of absence, sick leave bank hours will continue to accrue. However, after PTO is depleted, accrual will stop.

9.7 As a condition of receiving sick leave bank hours pay, a physician's statement may be required for any absence due to illness or any other condition defined in Article 9, Section 9.1.

9.8 All unused PTO will be paid at the nurse's final rate of pay upon separation of employment. Twenty-five percent (25%) of the total unused accumulation of sick leave will be paid upon separation of employment due to retirement for all nurses at 60 years of age with a minimum of twenty (20) years of service, or a Health Care Savings Plan participant may contribute all of the sick leave to the Health Care Savings Plan upon separation of employment,

with written notice of the participant's election to have said contribution effected.

9.9 In the event of a serious illness of a nurse and the nurse has exhausted all available PTO and sick leave bank hours, fellow nurses shall be allowed to donate, at their discretion, any number of hours from their own PTO bank as per the Administrative/Personnel Policy on compassionate transfer. These hours shall not count as hours worked or be counted toward service seniority.

## ARTICLE 10 INSURANCE BENEFITS

10.1 Medical Insurance. The Hospital shall provide medical insurance to nurses with the following guidelines:

- a) The Hospital agrees to maintain the benefits and levels of employer payment of premiums for the duration of this Contract. In the event the Employer changes insurance carriers during the term of the Contract, the Hospital will make a good faith effort and will endeavor to maintain an equal or similar benefit package.
- b) The Hospital agrees as of the effective date of this Contract to provide for seventy-five percent (75%) of the total cost of the premium for nurses meeting the full-time requirements as outlined in Article 4.11 and sixty percent (60%) of the total cost of the premium for RPT nurses who do not meet the hour's requirement.
- c) In addition, the Hospital agrees to provide a ninety (90) day advance notice of the intent to change insurance carriers. The Union shall have the right to approve such change, the approval of which shall not be unreasonably withheld.
- d) For a nurse who is on leave of absence and still maintaining her status, the Hospital agrees to continue contribution toward the nurse's insurance benefits according to Article 10, Section 10.1b of this Contract. A nurse who has exhausted her benefits may continue participating in the insurance program at her own expense, as authorized by law.

10.2 It is agreed and understood that the Hospital shall continue to have professional liability insurance covering the nurses that includes one million dollars (\$1,000,000) per medical incident, with an aggregate of three million dollars (\$3,000,000) in liability coverage for the term of the policy.

10.3 Effective November 1, 1994, the Hospital shall maintain a flexible spending account plan (Flex Plan) (IRS Section 125), which provides for payroll conversion toward health insurance, health care expense, and dependent child care expense. The Hospital will contribute ten dollars (\$10.00) each month to each FT nurse's account, and five dollars (\$5.00) each month to each RPT nurse's account. In order to draw upon the Hospital's contribution, a nurse must provide funds through payroll deduction which are equal to or greater than the Hospital's contribution.



10.4 Dental Care Plan. The Hospital shall provide a Preventive Dental Care Plan for all nurses.

10.5 Health Care Savings Plan.

- a. The plan shall be administered by the Minnesota State Retirement System and all fees associated with said administration shall be borne by the plan participants.
- b. All employees covered by the AFSCME Council 65, Local No. 578, labor agreement shall be required to participate in the plan in the manner outlined below:

<u>Years of Service</u>	<u>Contribution</u>
Less than 2 years	\$ .00
2 through 4 years	\$5.00 per month
5 through 9 years	\$10.00 per month
10 through 14 years	\$15.00 per month
15 through 19 years	\$20.00 per month
20 through 24 years	\$25.00 per month
25 through 29 years	\$30.00 per month
30 through 34 years	\$35.00 per month
35 through 39 years	\$40.00 per month
40 through 44 years	\$45.00 per month
45 and above years	\$50.00 per month

- c. The hospital's payroll department shall effect contribution deductions on a pre-tax basis and transmit said funds to the prescribed location at no expense to the plan participants.

10.6 PRN staff is not eligible for flex spending regardless of eligibility.

ARTICLE 11  
EDUCATIONAL DEVELOPMENT

11.1 Full-time (FT) and Regular Part-time (RPT) nurses will be allowed to attend educational workshops, seminars and conferences, which have been approved in advance by the Department Manager, per the following schedule:

- a) FT nurses may take up to four (4) calendar days per year
- b) RPT nurses may take up to two (2) calendar days per year

11.2 Education expenses will be as follows:

- a. FT nurses who attend at least 90% of all nurses' meetings and inservices in the previous year will be eligible for three hundred dollars (\$300.00)
- b. FT nurses who attend seventy-five to ninety percent (75-90%) of all nurses' meetings and inservices in the previous year will be eligible for one hundred fifty dollars (\$150.00)
- c. FT nurses who attend less than 75% of all nurses' meetings and inservices in the previous year will not be eligible for education expenses.
- d. RPT nurses who attend at least ninety (90) percent of all nurses' meetings and inservices in the previous year will be eligible for two hundred dollars (\$200.00).
- e. RPT nurses who attend at least seventy-five to ninety (75-90%) of nurses' meetings and inservices in the previous year will be eligible for one hundred dollars (\$100.00).
- f. RPT nurses who attend less than 75% of nurses' meetings and inservices will not be eligible for education expenses.

11.3 If a nurse works at the hospital during the time the meeting is scheduled is on sick leave; or on vacation, the nurse shall be excused from such meeting and the nurses' non-attendance will not be counted against him/her under the provisions of this section. The Department Manager may excuse absences for other reasons.

11.4 Nurses attending educational sessions offering CEUs sponsored by the hospital will be charged a maximum of twenty-five dollars (\$25.00) against their earned educational allowance.

11.5 Nurses will be reimbursed for milage up to three hundred (300) miles per class. Meals will be reimbursed up to fifteen dollars (\$15.00) per day unless meals are included in the conference. Hotel will be reimbursed if deemed appropriate by the Department Manager up to one hundred dollars (\$100.00) per day. The fee is negotiable if deemed appropriate by the Department Manger. Receipts are required for reimbursement.

11.6 Any education day not taken within the year (July 1 thru June 30) it is accrued will not be carried over into a subsequent year. Nurses attending a conference or other education offering shall prepare a summary to be presented to the nursing staff in a format mutually agreed on between the nurse and the Department Manager.

11.7 All continuing education for Neonatal Resuscitation Program(s) and Advanced Cardiac Life Support, including materials needed, shall be paid or reimbursed by the Hospital, and shall not be included as chargeable to a nurse's educational benefits as described in Article 11. Eight hour (8) work days used by the nurse for these programs shall likewise be paid at the nurse's current hourly rate of pay. The hospital will pay for one attempt, employees who fail to pass testing related to their continuing education will be expected to re-educate and re-test at their own expense.

11.8 Surgical nurses will be paid for home study based educational programs when classroom based programs are unavailable, based on approval by the Surgery Department Manager, if the program is completed at the Hospital during normal working hours and are equivalent to the CEU value of the course. Hours worked will be considered non-mandatory education. The CEU value and cost of educational materials and course will be reimbursed based on Article 11.

ARTICLE 12  
HEALTH PROGRAM

12.1 Nurses can buy certain over the counter (OTC) medicine from the pharmacy at cost plus 15 percent.

ARTICLE 13  
LEAVES OF ABSENCE

13.1 The granting of any leave of absence will be discretionary with the Employer except as provided in this Article and in compliance with the Family Medical Leave Act.

13.2 Unpaid Leave. A nurse may use accrued PTO or sick leave for any leaves that are in compliance with the Family Medical Leave Act. Nurses are required to substitute sick leave before PTO for FMLA absences prior to transitioning to an unpaid leave for the remainder of the FMLA absence.

Union Business. No more than two (2) nurses per year shall be allowed time off, without pay, to attend required Union meetings and conventions, up to a maximum of four (4) days for each nurse.

13.3 Paid Leave.

a. Bereavement Leave: A leave of absence from scheduled work time of up to three (3) days without loss of pay will be granted to a nurse in the event of the death of a spouse, child, step-child, parent, brother or sister. One (1) day off from scheduled work time without loss of pay will be allowed to attend the funeral in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent. In addition, a nurse may use up to two (2) days of PTO bank to extend the nurse's leave of absence from scheduled work time with permission from his/her supervisor.

b. Jury Duty. Employees who are required to serve on a jury panel shall be reimbursed by the hospital for all lost scheduled shifts while on said panel, provided that the employee turns over his/her jury check, less mileage payments, to the hospital.

13.4 Nurses shall not be required to find their own replacement when taking a leave of absence.

13.5 Nurses on approved unpaid leave of absence shall retain their total hours of seniority, but other nurses shall continue to accrue hours toward seniority and may pass the nurse who is on approved unpaid leave.

ARTICLE 14  
TERMINATION OF EMPLOYMENT

14.1 The Hospital will give a nurse thirty (30) days written notice of layoff. A nurse will give the Hospital thirty (30) days notice of termination of employment. Inadequate notification will result in forfeiture of accumulated benefits unless mutually agreed otherwise.

14.2 A nurse may be suspended or discharged only for just cause.

ARTICLE 15  
SENIORITY AND LAYOFF PROCEDURE

15.1 Full-time (FT)/Part-time (PT) Lists. The Hospital shall, within thirty (30) days of the execution of this Contract, prepare a seniority list of all the FT nurses, a list of all the part-time nurses who are regularly scheduled to work an average of at least forty (40) hours per two (2) week pay period and every other weekend, and a list of all the part-time nurses who are regularly scheduled to work less than forty (40) hours per two (2) week pay period covered by this Contract. Such lists shall be posted and dated, and copies thereof shall be furnished to the Union. No less than annually, such lists shall be revised and corrected and posted as required above.

15.2 Seniority Order. Seniority shall be determined by the nurses total number of hours worked after the most recent date of employment as a Registered Nurse at the Windom Area Hospital. Separate seniority lists shall be maintained for regularly scheduled nurses and for PRN nurses.

15.3 In the event the work force is reduced because of lack of work or for other good cause, the Hospital shall use seniority in laying off beginning with the least senior nurse and rehiring in inverse order of layoff where qualifications for an available job are equal.

15.4 If any vacancy shall occur for a position to be filled by a Registered Nurse, such vacancy shall be dated and posted on the main nurse bulletin board for no less than seven (7) days. Any nurse interested in the position may apply for the job in writing during the seven (7) day period. Where qualifications and ability and fitness to satisfactorily perform the work are equal, seniority shall be the determining factor in filling such vacancy. The job must be awarded to a currently employed qualified, able and fit nurse unless no such nurse applies for the job.

15.5 A nurse who is laid off, upon written request, shall receive accrued PTO benefits.

15.6 There shall be no break of seniority during the period of layoff provided the nurse on layoff is returned to work.

15.7 The Union shall be contacted in writing at least fourteen (14) days in advance of the implementation of a layoff. The Hospital shall provide the Union with an opportunity to meet with their representatives to discuss the layoff(s) and to provide pertinent information and data. Both parties shall work together in an attempt to minimize any negative impact of layoffs on bargaining unit members,

## ARTICLE 16 GRIEVANCE PROCEDURE

16.1 Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step One. The nurse shall discuss the grievance with her immediate supervisor.

Step Two. If the grievance is not resolved in Step One, it shall be submitted in writing to the Hospital, shall specify in detail the alleged violation of the contract, and shall be received by Hospital management no later than ten (10) calendar days following the date of occurrence. Grievances relating to wages shall be timely if received by the Hospital no later than ten (10) calendar days following the date of receipt of the check by the nurse. Within ten (10) calendar days following the receipt of the grievance by the Hospital, representatives of the Hospital, including the Director of Patient Care or such other person from the Nursing Service Department as the Hospital may determine, and the Union shall meet in an attempt to resolve the grievance. Within ten (10) days of the meeting between representatives of the Hospital and the Union, the Hospital will present a written answer to the grievance and a copy thereof shall be sent to the Union.

Step Three. If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within seven (7) calendar days following receipt of a written answer to the grievance. 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 arbitrators shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Director of the State Bureau of Mediation Services.

16.2 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, the Hospital and the nurses.

16.3 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.

16.4 The time limitations set forth herein relating to the time for filing a grievance, the demand for arbitration, or the notice of intention to arbitrate shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited; and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

16.5 The Union may file grievances on behalf of an individual nurse or groups of nurses.

## ARTICLE 17 UNION SECURITY AND DUES DEDUCTION

17.1 Deduct an amount each pay period sufficient to provide the payment of regular dues and/or other local Union 578 and Employer approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deductions on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence thirty (30) working days after initial employment with the Employer.

Remit such deduction to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) 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 U.S. Mail.

The Union shall provide the formula or schedule, (if applicable), to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via U.S. Mail.

### Fair Share/Agency Fee.

The Union may collect an Agency fee or Fair Share fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd 3.

### Indemnification.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as result of action taken or not taken by the Employer under all provisions of this Article.

17.2 The Hospital agrees to notify the Union of any new hires, terminations and Nurses on leaves of absences.

ARTICLE 18  
APPLICABLE LAW

18.1 The parties recognize that this Contract is subject to the Constitution and Laws of the United States and the State of Minnesota. To the extent that any provision of this Contract conflicts with the provision of any such law, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

18.2 Nothing contained in this Contract shall be construed as a waiver of the right of the Union or the obligation of the Hospital to negotiate with respect to any matters which are negotiable under the provisions of applicable law.

ARTICLE 19  
MISCELLANEOUS CONDITIONS

19.1 The Hospital will provide bulletin board space for posting meeting notices and related materials. All job postings and administration notices shall be dated.

19.2 Except for nurse staff meetings, all mandatory meetings for nurses shall be given at least twice, and on different days.

19.3 Non-nurse Representatives of the Union, after obtaining permission from the Hospital, may visit the facility where the unit members are located for the purpose of representing such nurses provided it does not interfere with the work of the nurse. This shall not include the right to conduct Union meetings on the Hospital premises.

19.4 A nurse's personnel file shall be available for the nurse's review (or the Union's review with the nurse's permission) within twenty-four (24) hours of the nurse's request.

19.5 Disciplinary actions shall be considered resolved after one year of improved performance.

19.6 In the event of a Snow/Natural Disaster Emergency nurses who are unable to report to work shall contact their Department Manager or designee as soon as possible prior to their shift. To maintain employment status, a nurse must use PTO, if available, for any lost time due to this emergency.

Nurses leaving work due to a Snow/Natural Disaster Emergency must contact their Department Manager or designee and seek approval to leave work due to inclement weather. Nurses granted permission to leave must use PTO, if available, for any lost time to maintain their employment status.

ARTICLE 20  
JOB DUTIES

20.1 In the event the Hospital is giving serious consideration to any substantial changes in the overall job duties of the nurses, the Union shall be given notice within thirty (30) days of the date that the Hospital decides to so consider said changes. The Union shall then be given the opportunity to negotiate the issue with the Hospital and present its views, arguments and opinions in connection with the proposed changes prior to any final decision relating thereto. The negotiations shall consider whether or not said changes are made, alternative means of accomplishing the result desired by the job duty changes, and appropriate means to eliminate or minimize any disruptive effects on the nurses because of such changes. No nurse shall be laid off as a result of any of the changes referred to in this Article.

ARTICLE 21  
TERMS OF CONTRACT

21.1 This Contract shall be in full force and effect from July 1, 2016 until June 30, 2018. The wage increases provided herein shall be effective July 1, 2016. This Contract shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Contract is given by either party to the other at least ninety (90) days prior to the expiration date of the Contract.

IN WITNESS WHEREOF, the undersigned have caused this Contract to become effective and duly executed by their duly authorized representatives:

WINDOM AREA HOSPITAL

WINDOM AREA HOSPITAL  
REGISTERED NURSES UNION

By Shelby Medina  
Title CEO

By Jaclyn Dewell  
Title President

By Ryan Moran  
Title Board Chair

By Debra Sredner  
Title Vice President

By Emily Masters  
Title Director, H&A Marketing

By James Helms  
Title Sec / Treas

By [Signature]  
Title CFO



By Karen White  
Title Director of Patient Care

By John Spiegelhoff  
Title AFCME Staff Rep

SCHEDULE A

The parties agree that hourly wage rates shall be as set forth below:

REGISTERED NURSE

EFFECTIVE JULY 1, 2016

	<u>7/1/16 2.25%</u>	<u>7/1/17 2.25%</u>
Length of Service		
Base	\$31.41	\$32.12
6 month	\$32.35	\$33.08
1 year	\$33.28	\$34.03
2 years	\$34.14	\$34.91
3 years	\$34.96	\$35.75
4 years	\$35.76	\$36.56
5 years	\$36.55	\$37.38
6 years	\$37.31	\$38.15
7 years	\$38.07	\$38.93
8 years	\$38.77	\$39.64
9 years	\$39.48	\$40.37
10 years	\$40.12	\$41.02
12 years	\$40.80	\$41.72
15 years	\$41.60	\$42.54
20 years	\$42.43	\$43.38

