

AGREEMENT
BY AND BETWEEN
FRANCISCAN HEALTH CENTER
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME
COUNCIL 5

October 1, 2018 through September 30, 2021

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ARTICLE 1- PREAMBLE

1.1 This Agreement is entered into between Franciscan Health Center, 3910 Minnesota Avenue, Duluth, MN, hereinafter referred to as "Employer" and the American Federation of State, County and Municipal Employees, Council 5 of Duluth, MN representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union."

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent of all full time and regularly scheduled (8 hours or more per week), part time LPN's, Health unit coordinators and office clerical employees employed by the Employer at its Duluth, MN facility; excluding RNs, Director of Nursing, confidential employees, employees represented by UFCW Local 116, guards and supervisors as defined in the Act, as amended, and all other employees.

ARTICLE 3-PURPOSE

3.1 It is the intent and purpose of the parties hereto to set forth the basic agreement between them for the term of this Agreement, covering the wages, hours and other working conditions of employment to be observed and kept by the parties. It is further intended to advance friendly relations between the Employer and the employees

ARTICLE 4-NON-DISCRIMINATION

4.1 All terms and conditions and interpretations thereof set forth in this collective bargaining agreement shall conform with all local, state and federal equal opportunity and affirmative action rules and regulations.

4.2 The Union and Employer agree that neither will discriminate against nor harass any employee on the basis of age, race, color, disability, gender, creed, national origin, ancestry, sexual orientation, marital status, religion or union activity or inactivity. Further, both the Union and Employer agree to interpret this Agreement in a manner which will further the goal of affirmative action employment.

ARTICLE 5-NOTICE

5.1 Any notice required by this Agreement to be given by one party to the other shall be sent by certified or registered mail to:

Administrator: Franciscan Health Center
3910 Minnesota Avenue
Duluth, MN
55802

Or

AFSCME Council 5
211 W. 2nd Street, Suite 205
Duluth, MN 55802

The notices shall be effective upon deposit in the United States mail in a properly addressed envelope, with postage pre-paid.

ARTICLE 6 - UNION SECURITY

6.1 Employees may join, elect not to join, maintain, or resign their membership in the Union, as they see fit. However, since the Union is the exclusive representative of all bargaining unit employee benefits equally from such representation without regard to Union membership, each employee shall assume his or her fair share of the expense of such representation, Accordingly, all unit employees who elect not to join the Union or who resign from the Union, or for any other reason do not maintain union membership, shall pay the Union a monthly fair share fee.

6.2 Notwithstanding Section 6.1 herein, employees hired by Employer for short-term positions of six (6) months or less shall not be subject to payment of a fair share fee.

6.3 Dues and Fair Share Fee Checkoff: Upon receipt of the Employer of a fully-completed, signed, voluntary written assignment by an employee in the form of Exhibit A or B attached hereto, Employer will deduct from each paycheck of each employee during the effective period of such assignment 1/26 of the annual union dues or fair fee, as the case may be and the Employer will promptly remit any and all amounts so deducted to the Union. Dues and fair fees will be authorized, levied and certified by the Union in with the Constitution and Bylaws of the local Union and pursuant to applicable law regarding fair share fees. Each employee in the Union hereby authorizes Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and fair share fees.

6.4 Hold Harmless: The union agrees to indemnify, defend and save the Employer, each individual board member of the Employer, and all employees and agents, harmless against any and all claims, demands, costs (including attorney's fees), suits or other form of liability and all costs and administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this article.

6.5 Disputes Concerning Checkoff System: Any dispute between the Employer and Union which may arise as to whether an employee properly executed or properly revoked an assignment shall be reviewed with the employee with a representative of the Union and a representative of the Employer. Should this review not dispose of the matter, the dispute shall be referred to the grievance procedure herein.

6.6 Access to premises by AFSCME Staff: The Employer agrees that non-employee Officers and Representatives of AFSCME shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer representative. Such visitation shall only be for the purpose of participating in Labor-Management meetings, interviewing grievant, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement.

6.7 Bulletin Boards: The Employer agrees to furnish space for Union bulletin boards at locations mutually agreed upon for use by the Local Union to enable Bargaining Unit employees to see materials posted thereon by the Union. Such mutual agreement will be arrived at locally.

ARTICLE 7 — MANAGEMENT RIGHTS

7.1 All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that the same are expressly restricted by a specific provision of this Agreement. By way of illustration, management rights shall include, but

not be limited to, the right to hire, fire, suspend, discipline for just cause, lay-off, transfer, promote and demote employees; to require physical examination of employees as an incident to their receiving benefits under any of the Employer's benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an employer function, position, program or department; to promulgate rules and procedures relating to employment; to promulgate and enforce personnel policies; to introduce new or improved methods of operation or facilities;

to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work and to take such other actions as it deems necessary to maintain the goals and efficiency of the Employer's operations.

7.2 The Employer's exercise of any management right or function in a particular manner on one occasion shall not preclude the Employer from subsequently exercising the same right or function in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it on a particular occasion shall not be deemed a waiver of its right to exercise the same on another occasion.

7.3 As determined by the Employer, other employees, including, but not limited to, managerial, supervisory employees, casual employees, independent contractors or students and clinical interns, may perform work usually done by employees in the bargaining unit.

ARTICLE 8 — SENIORITY

8.1 Seniority shall be by date of hire.

- a.) Date of hire seniority shall be applicable to all non-wage scale and non-benefit accrual issues. Such issues include, but are not limited to: Overtime (whether voluntary or mandatory), job bidding, holiday bidding, PLT Selection, layoff and recall and scheduling of hours. Employees shall retain their accrued seniority and shall continue to earn this type of seniority during unpaid leaves of absences of ninety (90) days or less. Date of hire seniority shall be adjusted for periods of unpaid leaves of absence which extend longer than ninety (90) days.
- c.) Any disputes involving which type of seniority governs any particular situation shall be resolved via a meet and negotiation session between the parties. Should agreement not be reached at such meeting, the parties agree to an expedited mediation of the issue.

8.2 Within sixty (60) days following the execution of this agreement, the Employer shall prepare and post seniority lists covering all employees subject to this agreement. Such lists shall be updated annually.

8.3 Any dispute concerning the proper placement of an employee on this seniority shall be resolved by the grievance procedure.

8.4 An employee's seniority shall be broken and terminated by:

- a) Voluntary resignation.
- b) Termination of employment by Employer, including, but not limited to discharge for cause.
- c) Layoff which continues for more than one year.

ARTICLE 9 –PROBATIONARY PERIOD

9.1 All new employees shall be considered probationary for a period of 500 hours worked from the date of employment. Such probationary period shall constitute an evaluation period during which the Employer shall determine whether or not the Employer desires to retain the probationary employee.

9.2 Rights of probationary employees: During the probationary period, the employer may discipline, including discharge, the employee without the necessity of showing cause, and such action shall not be subject to the grievance procedure.

9.3 Employees shall have no seniority rights during the probationary period. Upon completion of the probationary period, an employee will be credited with seniority from his or her starting date. New employees shall participate in the Employer's orientation and training programs.

9.4 Employees are eligible to accrue (but not utilize) leave time during the probationary period.

9.5 Upon hire or at orientation, new employees shall receive a copy of this collective bargaining agreement from the Employer with the Union to provide the Employer copies for distribution to the employees and new employees shall be subject to all terms and conditions therein, with the exception of the grievance procedure. Employer will allow a union representative or union steward to meet with new employees. Such meeting shall be conducted during the probationary period not to exceed one-half (1/2) hour in length.

ARTICLE 10 – HOURS OF WORK/SCHEDULING

10.1 Basic Work Period. The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks, fourteen (14) consecutive days

10.2 Breaks/Meals. Employees shall receive a fifteen (15) minute break for each full four (4) hour period of work, without reduction in pay. Employees scheduled to work a shift consisting of eight (8) hours shall receive an uncompensated meal period of thirty (30) minutes duration. Breaks and meal periods shall be taken at a time designated by the Employer. Breaks shall be taken on the premises.

10.3 Work schedules shall cover a two (2) week period and shall be posted at least two (2) Weeks in advance of the time covered by the schedule.

10.4 Scheduling. Employer retains sole right to establish underlying schedules.

10.5 Shifts that become open after the schedule is posted shall be filled according to current practice.

10.6 Section 10.5 shall expire by its own terms at the end of this contract term, with the intent that the parties utilize this contract terms as a trial period.

10.7 notwithstanding the above, Employer reserves the right to schedule in a manner so that at no time shall it be left without a sufficient number of employees to do the work.

ARTICLE 11- VACANCIES

11.1 When a vacancy occurs in a classification covered by this Agreement, a notice of such vacancy shall be posted for seven (7) days, stating the requirements of the position.

11.2 Within a classification, when qualifications are equal, the vacant position shall be awarded to the candidate with the greatest seniority in that classification. Only when no qualified employee working in-house in the desire classification applies may a new employee be hired from outside the bargaining unit.

ARTICLE 12 — OVERTIME

12.1 The employer shall determine when overtime shall be utilized. Overtime must be requested and authorized in advance whenever possible. Open shifts will be filled with straight time staff replacement whenever possible.

12.2 Overtime shall be paid at the rate of 1 ½ times the employee's rate of pay for all hours over 8 in a day or 80 in a two (2) week pay period, except if the employee works more than 8 hours in a day to accommodate the employee's work schedule, the overtime shall be paid in straight time.

12.3 Whenever overtime is required, it shall be offered in the order of seniority. Whenever possible, all licensed nursing staff may be available according to date of hire to pick up voluntary overtime shifts.

12.4 In order to meet resident needs, the employer may require an on-duty employee to work overtime. This mandated overtime shall be in inverse order of seniority. An Employee will work no more than one mandatory overtime shift until completion of rotation by inverse order of seniority. When an LPN is working an unscheduled shift, he/she will not be mandated to work overtime except when necessary.

12.5 A minimum of four (4) overtime hours per day is required to be considered mandatory overtime.

12.6 At no time should the facility be left with insufficient staff Licensed staff will be responsible to document their voluntary and mandatory overtime on the overtime explanation form.

12.7 Employees working scheduled partial shifts shall be subject to mandatory overtime for the following shift, but shall be allowed to work the entire first shift.

ARTICLE 13 - REDUCTION IN FORCE

13.1 Layoff and bumping rights. The Employer, without regard to seniority, shall determine the need for and the timing of any layoffs, the number of employees to be laid off and the job classifications affected. Reduction in the number of employees within a job classification shall be accomplished on the basis of seniority. An employee whose position has been eliminated shall have the right to bump a less-senior employee in a classification as long as the employee meets the job qualifications of the job. Employees laid off shall be placed in layoff status subject to the recall provision of this article.

13.2 Recall after layoff:

- a) When employees are recalled to work after layoff, it shall be by seniority, subject to the Employer's determination that the employee is qualified to satisfactorily perform the required work. Employees shall retain a right to be recalled for a period of twelve (12) months following layoff.
- b) An offer of re-employment mailed via certified mail, return receipt requested, to an employee's last known address shall terminate any obligation of the employer under this agreement with respect to such laid off employee if he/she fails to report within five (5) days following receipt of the laid off employee of such notice, or within five (5) days following receipt by the Employer of notice of non-delivery of said notice of recall. Such five (5) day notice may be extended, at the discretion of the Employer, where delay in reporting is due to unusual and compelling circumstances.

ARTICLE 14 -HOLIDAYS

14.1 Any employee who works on one of the following holidays will be paid at the rate of two (2) times the straight time hourly rate. The holiday begins at 11: 00 PM on the day preceding the holiday and ends at 11: 00 PM on the day of the holiday. For example, the Christmas holiday begins at 11: 00 PM on December 24 and ends at 11: 00 PM on December 25.

New Year's Day (January 1)
Easter
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Christmas Day (December 25)

ARTICLE 15-WAGES

15.1 The wage schedule for employees covered by this agreement shall be set forth as Addendum A attachment hereto and incorporated as part of this agreement.

ARTICLE 16-HEALTH INSURANCE

16.1 GROUP MEDICAL PLAN

- To be eligible to participate, an employee must regularly work 30 hours or more per week.
- The employer will offer a high deductible health plan (HDHP). As of 9/1/2018, the single deductible is \$3,000. See benefit summary for plan details.
- The employer's premium contribution will be equal to 100% of the elected single HDHP's monthly premium rate.

16.2 HEALTH SAVINGS ACCOUNTS

1. Employer-Sponsored Health Savings Account (HSA) Employer will:
 - To be eligible to participate, an employee must:

- Regularly work 30 hours or more per week;
- Be enrolled into at least a single coverage plan under the employer's HDHP;
- Not be claimed as another person's tax dependent;
- Not be entitled to Medicare benefits;
- Each month, the employer will contribute the monthly amounts as determined in St. Francis Health Services' group H.S.A. Plan on behalf of each employee who is eligible that month. As of 9/1/2018, \$150.00/month/eligible employee will be contributed.
- In the event of any inconsistency between the language of this Article 16 and the language of the applicable HDHP, insurance policy, or benefit plan, the language of the applicable HDHP, insurance policy, or benefit plan shall prevail.

ARTICLE 17 — PENSION

Franciscan Health Center provides, at the employer expense, a 401 (a) Pension Plan for all eligible employees that is 5% of gross wages. Eligibility is defined as an employee who:

1. Has completed one year of service (defined as 1,000 or more hours in a calendar year);
2. Is working 1,000 hours or more per year, and
3. Has attained the age of 21.

The Pension Plan has a vesting schedule as follows:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

The Director of Human Resources will give you a pension packet approximately one (1) month prior to your eligibility. You will be required to return your enrollment forms to the Director of Human Resources within two weeks of receiving the packet.

ARTICLE 18— LIFE INSURANCE

As employees who work an average of 60 or more hours per pay period on a regular basis and have completed the 60 day waiting period are eligible to participate in our \$20,000 Life Insurance policy. The 60 day waiting period applies to new hires and employees going from below 60 hours to above 60 hours. Once you have completed the form, you will be enrolled on the first of the month following or coinciding with your eligibility. Enrollment is on a monthly basis. Franciscan Health Center pays the full premium of the Life Insurance Policy. Please see Human Resources to obtain a life insurance booklet that outlines all benefits of the policy.

ARTICLE 19 – UNIFORM ALLOWANCE

18.1 All regularly scheduled employees required to wear a uniform will be granted an annual uniform allowance on the payday immediately following his/her employment anniversary date. This does not include employees who are not required to wear uniforms. Employees will be paid according to the average number of hours worked per pay period the preceding year, effective January 1, 2007.

Average 56 or more paid hours per pay period	\$225
Less than 56 paid hours per pay period	\$175

ARTICLE 20- VOLUNTARY BENEFIT PLAN

19.1 The employer has adopted the St. Francis Health Services' Voluntary Benefit Plan. See benefit plan summaries for details. To be eligible to participate, an employee must regularly work 60 hours or more a pay period. The employee pays 100% of the premium of the benefit plan/s he/she elects. The employee cannot modify his/her annual elections unless a change in family status, as defined by the regulations, occurs.

19.2 Employees are eligible to enroll into the voluntary 403(b) tax deferred annuity plan (TDA). See the Director of Human Resources for further details.

19.4 The Employer offers its employees access to its' Employee assistance Program (EAP). An EAP can support with education, dependent care and care giving, legal and financial, lifestyle and access to consult with a professional counselor.

ARTICLE 21 - FAMILY AND MEDICAL LEAVE

20.1 Employer shall provide unpaid leave if and to the extent required by statute. For additional information regarding the FMLA, you may obtain a FMLA Fact Sheet from Human Resources.

ARTICLE 22-SCHOOL CONFERENCE AND ACTIVITIES LEAVE

21.1 The Employer shall accommodate requests for unpaid leave for school conferences and activities for up to 16 hours during any twelve (12) month period in accordance with the terms and conditions provided for in MN Statute§ 181.9412 entitled "School Conference and Activities Leave" which provides for leave only in the event the activity cannot be scheduled during non-work hours and then only upon the employee providing reasonable prior notice of the leave and making a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. The employee shall be allowed to utilize accrued vacation and PLT for leaves in this section.

21.2 Any employee considered for union leave to attend conferences, conventions, meetings, trainings or work with the union shall be granted unpaid leave. Any request for union leave shall be presented to the employer no later than (1) week prior to the schedule being posted unless otherwise approved by the employer. Union leave days may be up to seven (7) per calendar year.

ARTICLE 23-TIME OFF TO VOTE

22.1 Employer shall accommodate requests for time off to vote in state or general elections in accordance with MN Statute 204.C.04. Employees shall make reasonable efforts to vote during non-work hours.

ARTICLE 24-MILITARY LEAVE

23.1 Employer will provide unpaid military duty leave if and to the extent required by the Uniform Services Employment and Re-employment Rights Act, 38 U.S.C. §4301, et seq.

ARTICLE 25-JURY DUTY/WITNESS DUTY

24.1 An employee who is called on jury duty shall be paid for the actual hours worked for the Employer. If this pay together with his/her jury duty pay does not equal the employee's regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks provided the employee works such hours as he/she is available during the hours when court is not in session. The above shall apply to permit jury duty only. An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay (less court reimbursed expenses) for the period he/she served on the jury, not to exceed two weeks.

24.2 An employee serving as a witness on behalf of the Employer or when subpoenaed in connection with his/her employment with the Franciscan Health Center shall be compensated at his/her regular rate of pay for time spent on witness duty

ARTICLE 26-BEREAVEMENT

25.1 Employees shall be eligible for benefits upon completion of the probationary period. A leave up to three days without loss of pay will be granted to employees in the case of the death in the employee's immediate family (mother, father, spouse, sister, brother, daughter, son or step child) Such leave shall be the day of the funeral, the day prior to the funeral, and the day after the funeral. A leave of one day without loss of pay will be granted to the employee in the case of the death of the employee's grandparent, grandchildren, mother/father-in-law, or son/daughter-in-law. Such leave shall be the day of the funeral. Bereavement leave pay is due an employee only if they are scheduled to work on the days stated.

ARTICLE 27-PERSONAL LEAVE TIME

26.1 Personal leave time (PLT) is provided to allow an employee time away from work. PLT is used for vacations, sick time, holidays of any purpose that you, the employee may desire. Upon termination of employment, with proper notice given, accrued, but unpaid PLT will be paid at 100%.

26.2 PLT will accrue as follows:

- a) 500-10,250 hours accrues four hours of PLT for each 50 hours (equals approximately 20 days per year for full-time employment.)
- b) 10,251-28,700 hours accrues five hours of PLT for each 50 hours (equals approximately 26 days per year for full-time employment.)
- c) 28,701 + hours accrues six hours of PLT for each 50 hours (equals approximately 31 days per year for full-time employment.)

26.3 An employee begins to earn PLT upon completion of 500 hours of service. PLT may be accumulated up to 280 hours. Any time in excess of 280 hours will be forfeited. A bonus of 30 hours will be given after successful completion of the initial 500 hours.

26.4 PLT shall be scheduled throughout the year in order to responsibly staff each

department and meet the needs of the residents. Since replacements must be found for people on PLT, the administrator reserves the right to allocate personal leaves in such a way that not too many people are gone at any one time. By March 1st of each year, employees shall submit their requests in writing for PLT. Management shall respond in writing to such requests, within three weeks. Where requests are for the same time, seniority shall prevail in determining PLT scheduling. After March 1st, all requests for PLT shall be granted on a first come, first served basis.

26.5 Franciscan Health Center encourages employees to take time off for rest and relaxation, while also encouraging employees to keep a reserve of PLT hours available for unplanned illnesses and personal emergencies. Employees are allowed to accrue PLT to a maximum of 280 hours. Upon the employee's request, Franciscan Health Center will pay out any PLT in excess of 80 hours at 100%. Employees may request to cash out PLT once per quarter.

26.6 Employees who utilize PLT benefits due to illness lasting more than three day may be required to furnish a physician or other health care provider certification that an employee is capable of returning to work within applicable law.

26.7 The use of PLT will be reviewed at the conclusion of each pay period. Employees who request PLT and take time off on the days requested, but work equivalent hours on other days during the pay period, are not required to use PLT up to the hours they are regularly scheduled.

ARTICLE 28-EXTENDED UNPAID LEAVE TIME

27.1 An extended unpaid personal leave of absence may be granted at Employer's sole discretion by the Employer for good reason, with the right of returning at the same employment status. The Employer's decision to grant or deny leave shall not be subject to the grievance process. This leave must be authorized by the supervisor and the Administrator. An unpaid personal leave of absence may be up to one month unless extended by the Administrator.

ARTICLE 29-CONTINUING EDUCATION

28.1 The employer shall provide at least ten (10) hours of continuing education per year, each opportunity to be offered at two different times where practicable.

Additionally, the parties considered the following continuing education possibilities and consider them all to be viable:

1. **CEU's offered online**
2. Take home CEU's
3. CEU's offered in-house by in-house licensed staff
4. Optional out-of-house in-services of employee's choice
5. Discretionary reimbursement for out-of-facility in-services
6. Reciprocal training opportunities between VHC and FHC

ARTICLE 30-GRIEVANCE AND ARBITRATION

29.1 A grievance is hereby defined as any claim by either party relating to the interpretation of or adherence to the terms and provisions of this Agreement unless otherwise stated to the contrary elsewhere herein.

29.2 The steps in the grievance procedure are as follows:

Step 1: Within Ten (10) calendar days of the event giving rise to the grievance, the employee and/or her/his representative will informally discuss the grievance with the Director of Nurses or his/her designee.

Step 2: If the grievance is not resolved under step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall state all facts giving rise to the grievance. The written grievance must be submitted to the Administrator or his/her designee within ten (10) calendar days (excluding Saturday, Sunday and holidays recognized by this agreement), of the informal meeting. Within twenty (20) calendar days following receipt of the grievance by the Administrator, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: If the grievance is not resolved in Step 2, then the parties shall attempt to resolve it by participation in mediation.

Step 4: If the grievance is not resolved in Step 3, then either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within ten (10) calendar days following the Step 3 mediation.

29.3 If no agreement is reached, an arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties may mutually agree to defer a grievance matter to mediation with a mediator from the Federal Mediation and Conciliation Service, prior to its submission to arbitration.

29.4 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 grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) days following the close of the hearing. The fees and expenses for the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, Employer and the employee(s) involved.

29.5 The time limits set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. A failure to follow said time limitations shall result in the grievance being barred waived and forfeited and shall not be submitted to the arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

ARTICLE-31- DISCHARGE

30.1 Grounds for immediate discharge shall include, but not be limited to, the following behaviors:

- a) Drinking or being under the influence of alcohol on the job
- b) Use of illegal drugs or being under the influence of illegal drugs on the job.
- c) Theft from residents, co-workers or from the Employer
- d) Gross insubordination
- e) Willful physical or psychological abuse of residents
- f) Malicious destruction of Residents', Employers' or Co-workers'

- property
- g) Unlawful discrimination or harassment of resident's, employees, vendors or visitors.
- h) No call/no show, other than one attributable to an act of God or medical emergency
- i) Falsification of documents
- j) Violence on the premises
- k) Abandonment of Position

30.2 All discharges must be by written notice to the employee and the Union.

ARTICLE 32- STRIKES AND LOCKOUTS

31.1 It is agreed that during the term of this Agreement, there will be no strikes, stoppage of work, or slowdowns of any kind by the employees, or lockouts by the Employer.

31.2 Participation in any of the activities prohibited by Article 21 of this Agreement by any employee or group of employees shall be just cause for discharge or other disciplinary action, at the sole discretion of the Employer.

ARTICLE 33-SEPARABILITY

32.1 If any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, such invalidation shall not affect any other part of this Agreement. The parties shall meet and negotiate over any language found to be invalid or unenforceable.

ARTICLE 34-ENTIRE AGREEMENT

33.1 This Agreement is in full and final settlement of all issues of collective bargaining and constitutes the sole and entire agreement between the parties. The terms of this Agreement may be supplemented, amended, or waived only by the mutual agreement in writing executed by the parties hereto.

ARTICLE 35-TERM OF AGREEMENT

34.1 This Agreement shall be in effect from and including October 1, 2018 and up to and including September 30, 2021. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to September 30, 2021, or prior to the end of any renewal year, as the case may be. Notwithstanding the foregoing, this Agreement may be reopened for negotiations by either party under the following conditions and limitations:

The Value-Based Reimbursement (VBR), Minn. Stat. sec. 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed in whole or in part, or is modified, in regard to the rate-setting procedures for Care Related Costs, Other Operating Costs, and External Fixed Costs; and,

The reopener negotiations are limited to the subjects of wages, health and welfare benefits, and health and welfare costs; and,

The party desiring reopener negotiations gives the other party at least forty-five (45) days' written notice of the reopener negotiations; and,

The reopener notice is given within a thirty (30) day time period beginning on the date the governor signs the repealer or modification legislation, or on the date the repealer or

modification legislation becomes law without the governor's signature.

ARTICLE 36-EXPERIENCE CREDIT

35.1 Based upon verifiable work experience with another employer, the Employer may grant prior work experience seniority credit of up to five (5) years for wage purposes only. In no case, shall the Employer pay the new hire at a rate higher than the rate paid to a current employee in the same job classification with five (5) year's seniority with the Employer. The Employer shall notify the Union when awarding such experience credit and shall advise the Union of the nature of the qualifying experience.

ARTICLE 37-DRUG AND ALCOHOL POLICY

No employee shall use, sell, solicit, possess, or transfer drugs or alcohol while working or while on the employer premises (including parking lots) or employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off the employer property. No employee shall operate any employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. These rules shall not apply to the employee's possession and proper use of legal drugs prescribed for him or her. The employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug & Alcohol Testing in the Workplace Act.

Confidentiality: All information obtained through drug and/or alcohol testing will be treated confidentially and disclosed only as allowed by Minnesota Law.

ARTICLE 38-FITNESS FOR DUTY EXAMINATIONS

The employer shall have the right, at its expense, to require an employee to undergo a physical or mental examination to determine the employee's fitness for duty. The employer shall invoke this right only if there are reasonable grounds to question the employee's fitness for duty. The employee shall sign whatever releases or authorizations the examiner may require to permit the examiner to report all findings and opinions as to the employee's fitness for duty to the employer.

ARTICLE 39-LABOR MANAGEMENT COMMITTEE

A labor-management committee will meet on a quarterly basis, or as necessary to discuss problems and concerns relative to Franciscan Health Center and the employees covered under this agreement.

By our signatures below, the parties agree that during the term of this Agreement, the employer may institute a "wage only" employment plan, the details of which will be negotiated prior to its implementation. Such employment plan will not be implemented at the expense of loss of health insurance eligibility for those who opt for the traditional wage plus benefit plan

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed.

Franciscan Health Center

AFSCME COUNCIL '5

By: Regional Director

By: Local 3558 President

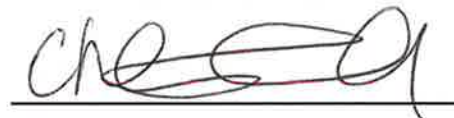


By: Vice President of Senior Services

By: AFSCME Council 5 Field Director



SCOT ALLEN



By: Administrator

By: AFSCME Council 5 Field Staff



Franciscan Health Center
AFSCME
HUC's

Appendix A-Wage Scales

Effective:	10/01/18	10/01/19	10/01/20
START	\$11.94	\$12.30	\$12.67
2080	\$12.20	\$12.57	\$12.94
4160	\$12.43	\$12.80	\$13.18
6240	\$12.67	\$13.06	\$13.45
8320	\$12.91	\$13.30	\$13.70
10400	\$13.19	\$13.59	\$13.99
12580	\$13.46	\$13.86	\$14.28
14560	\$13.68	\$14.09	\$14.51
16640	\$13.99	\$14.41	\$14.84
18720	\$14.28	\$14.70	\$15.15
20800	\$14.57	\$15.00	\$15.45
22880	\$14.83	\$15.28	\$15.74
24960	\$15.15	\$15.61	\$16.08
31200	\$15.73	\$16.20	\$16.69

AFSCME

Licensed Practical Nurses

Effective:	10/01/18	10/01/19	10/01/20
START	\$19.48	\$20.07	\$20.67
1 Year	\$20.59	\$21.21	\$21.84
2 Years	\$20.87	\$21.49	\$22.14
3 Years	\$21.10	\$21.74	\$22.39
4 Years	\$21.31	\$21.95	\$22.61
5 Years	\$21.59	\$22.24	\$22.90
6 Years	\$21.97	\$22.63	\$23.31
7 Years	\$22.04	\$22.71	\$23.39
8 Years	\$22.40	\$23.07	\$23.76
9 Years	\$22.53	\$23.21	\$23.90
10 Years	\$22.82	\$23.50	\$24.21
11 Years	\$22.98	\$23.67	\$24.38
12 Years	\$23.48	\$24.18	\$24.91
15 Years	\$24.17	\$24.90	\$25.64

