

LABOR AGREEMENT

Between

MINNESOTA VISITING NURSE AGENCY

and

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

THIS AGREEMENT, hereinafter referred to as the "Labor Agreement" or the "Agreement," is made and has been entered into effective January 1, 2008 by and between the Minnesota Visiting Nurse Agency, hereinafter referred to as the "Employer," and the Minneapolis Professional Employees Association, hereinafter referred to as the "Association." The Employer and the Association, hereinafter referred to as the "Parties," agree to be bound by the following terms and provisions.

ARTICLE 1 RECOGNITION AND ASSOCIATION SECURITY

Section 1.01 - Recognition

The Employer recognizes the Association as the sole and exclusive certified collective bargaining representative of all non-supervisory public health nurses, registered nurses, and licensed practical nurses employed by the Employer, including block nurses.

Section 1.02 - Amendments

The parties agree to discuss the appropriateness of inclusion of new job classifications in the unit. Either party may refer unresolved disputes to the National Labor Relations Board. The parties agree to negotiate wages and such other terms and conditions of employment as may be applicable to a new position and which are not covered by this Agreement. All other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.03 - Association Security

Subd. 1 - Members

All employees covered by this Agreement may become members of the Association by paying dues uniformly required as a condition of acquiring or retaining membership in the Association.

Subd. 2 - Fair Share Fee

Any employee covered by this Agreement who elects not to become a member of the Association or who resigns therefrom shall pay a fair share fee to the Association, as a condition of employment, in an amount set by the Association.

a. The fair share fee shall not exceed 85% of the dues the employee would pay as a member of the Association.

b. Payments described by Subd. 2 shall be required only after the employee has been employed for at least thirty (30) days.

Subd. 3 - Authorizations

A copy of this Agreement, a letter from the Association, a dues and fees authorization card, and a written notification shall be presented to an employee newly covered by this Agreement at the time of his/her employment. Said notification shall provide as follows:

"NOTIFICATION

There is an Agreement between the Minnesota Visiting Nurse Agency and the Minneapolis Professional Employees Association governing wages, hours, and other terms and conditions of your employment. The Agreement provides that if you elect not to become a member of Minneapolis Professional Employees Association, you must pay a fair share fee to Minneapolis Professional Employees Association as a condition of employment.

Minnesota Visiting Nurse Agency

By

Minneapolis Professional Employees
Association

By

I acknowledge receipt of this Notification, Agreement, and a dues and fees deduction authorization card.

Date: _____

Signature of Employee

Subd. 4 - Failure to Pay

An employee must pay membership dues or the fair share fee to the Association, and any employee who fails to do so shall, upon written notice of such action from the Association to the Employer, be terminated by the Employer within fourteen (14) calendar days. The Association will also send a copy of such notice to the employee.

Section 1.04 - Dues Deductions

The Employer shall deduct an amount sufficient to provide the payment of the regular biweekly Association membership dues or fair share fees uniformly established by the Association from the wages of all employees who have authorized, in writing, such deduction. The Employer shall deduct Association dues each payroll period and remit same to the Association within seven (7) days of the date of deduction along with a list of the names of employees from whom deductions were made and not made. No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement without the express written permission of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken, or as a result of a request of the Association under the provisions of this Section, including fair share deductions and remittances, unless the Employer's action or failure to act constitutes misfeasance, non-feasance or malfeasance. If the Employer is not determined by a court of law to have committed misfeasance, non-feasance or malfeasance, the Union shall be liable to the Employer for reasonable attorney's fees and costs of defending itself.

Section 1.05 - Membership List

The Employer shall quarterly provide the Association with a report showing the names of those employees in the bargaining unit along with their classifications, mailing addresses of record, current rates of pay, and dates of hire.

Section 1.06 - Exclusive Representative

The Employer shall not enter into any agreements with the employees covered by the Agreement either individually or collectively or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances, and conduct arbitration proceedings only with the properly designated representative(s) of the Association.

Section 1.07 - Association Stewards

The Association may designate certain employees to act as Stewards who along with representatives and/or officers of the Association may investigate and present grievances. Stewards shall be granted reasonable time off, with pay, during normal working hours to carry out these activities.

Section 1.08 - Bulletin Boards

The Employer shall provide for the Association's use reasonable space on designated bulletin boards for the purpose of posting official Association notices.

Section 1.09 – Written Job Qualifications

Upon request of the Association, the Employer agrees to provide the Association with copies of written job qualifications for those job classifications represented by the Association.

**ARTICLE 2
LABOR AND MANAGEMENT**

Section 2.01 - Management Rights

The Association recognizes the right of the Employer to operate and manage its affairs in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated, or modified by the express terms and provisions of this Agreement are retained by the Employer.

Section 2.02 – Employee Action Committee

The Association shall participate in the Employee Action Committee by naming representatives to the committee. The Employee Action Committee shall include employees from both represented and non-represented employee groups as well as managers and/or supervisors. The Association shall have the opportunity to appoint not less than fifty percent of the committee members. The committee shall meet no less than quarterly. The committee shall be alternately chaired every meeting by members of management, the Association, or non-represented employees. The meeting chair shall prepare a meeting agenda in advance of each meeting. The agenda may include any topics that are germane to the committee (such as, but not limited to, communications, safety, work life issues, quality, and operational concerns) and that are proposed by any committee member, except that it shall not include any mandatory terms or conditions of employment negotiable with the Association. Management and the Association agree to participate in the committee in good faith.

**ARTICLE 3
NO STRIKES - NO LOCKOUTS**

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement.

**ARTICLE 4
SETTLEMENT OF DISPUTES**

Section 4.01 - Grievance Procedure

The Employer and the Association desire that employees have a means by which grievances may be given timely, fair, and continued consideration until resolved. In order to facilitate confidence in this procedure, an employee shall not be subject to criticism or reprisal for using the grievance procedure. A grievance shall be defined as any controversy arising over the interpretation of, or the adherence to, the terms and provisions of this Agreement.

Step 1 (Informal). An employee may informally discuss the grievance with his/her immediate supervisor.

Step 2 (Formal). If the grievance is not resolved by informal discussion, it shall be reduced to writing and submitted to the Employer's Director of Human Resources. The grievance must be submitted within twenty-one (21) calendar days after the date of occurrence, or within fourteen (14) calendar days after the employee reasonably should have knowledge of the occurrence, whichever is later. Within fourteen (14) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, Association, and employee. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Association and the employee.

Step 3 (Arbitration). If the grievance is not resolved in Step 2, either the Employer or the Association may refer the matter to arbitration. Any request for arbitration shall be in writing and be received by the other party within twenty-one (21) calendar days following receipt by the Association of the Employer's written reply to the grievance.

Section 4.02 - Selection of the Arbitrator

The parties may mutually agree upon an arbitrator to hear and decide the dispute. If the parties are unable to agree, the arbitrator shall be selected from a list of five (5) neutral arbitrators submitted by the Federal Mediation and Conciliation Service. The decision of the arbitrator will be final and binding upon the Association, Employer, and employee. The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Association.

Section 4.03 - Mediation

At any time in the grievance procedure up to the convening of an arbitration hearing, the parties may mutually agree to enter into mediation as an alternate means to resolve the controversy. During the mediation process, the time limits in this Article shall be suspended. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed, except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determines that agreement cannot be reached, the controversy may be submitted for arbitration. No discussions, actions, proposals or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.

**ARTICLE 5
EMPLOYEE DISCIPLINE AND DISCHARGE**

Section 5.01 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. For purposes of this Article, "disciplinary action" shall not include verbal counseling or warnings.

Section 5.02 - Appeals

Disciplinary actions within the meaning of this Article, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement.

Section 5.03 - Disciplinary Action Records

A copy of any written record of disciplinary action placed in an employee's personnel file shall be provided to the involved employee. Investigation into conduct which does not result in disciplinary action shall not be entered into the employee's file. When a disciplinary action more severe than verbal counseling or warning is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time the action is taken, and provide the Association with an informational copy. Whether or not a disciplinary action is grieved, the employee and/or the Association have a right to make a written response, which will be maintained by the Employer in the employee's file with the written record of the disciplinary action.

Section 5.04 - Association Representation

An employee is entitled to representation by the Association at any step in the grievance procedure and whenever an employee is formally questioned during an investigation into conduct, which may lead to disciplinary action. It shall be the Employer's policy to inform an employee of the employee's right to Association representation prior to such questioning.

Section 5.05 - Chemical Dependency

Any employee who may be chemically dependent is urged to seek professional assistance. If the employee's chemical dependency interferes with his/her ability to perform the job, the employee must seek professional assistance.

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| ARTICLE 6 RECRUITMENT & SELECTION |
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Section 6.01 - Policy

Persons shall be recruited, appointed, and advanced on the basis of their ability, knowledge, and skills. The selection process shall provide fair and equal opportunity for all qualified persons to enter MVNA employment based upon merit and fitness of their own capabilities. Roster nurses will be given full consideration for non-roster positions. A roster nurse who averages 40 hours per pay period for six (6) continuous months shall be offered a permanent full-time (.7 to 1.0) position with benefits, so long as there is an open position for which the employee is qualified. The employee may remain a roster nurse if the employee so chooses.

Section 6.02 - Internal Vacancy Notification

A position vacancy notice shall be posted on the position vacancy bulletin board.

Section 6.03 - Application Period

The application period for present employees to apply for a vacant position during the internal posting period shall be for a period of at least seven (7) working days from the day the notice is first posted. Present employees, who are equally qualified to outside candidates, shall be given preference in hiring for vacant positions. The Employer may advertise publicly during the internal posting period.

Section 6.04 - Selection Criteria

Candidates will be selected based on the following criteria:

- a. Qualifications related to the essential job duties.
- b. Present and past job performance.
- c. Years of job-related experience.

Section 6.05 - Selection Tools

Selection methods may include a job application form, objective tests, job descriptions, and interviews.

Section 6.06 - Test Content Validity

Examination or test content shall be confined to measurement of knowledge, skills, and abilities necessary to perform essential job-related tasks.

Section 6.07 - Interviews

The Employer shall make every effort to interview and consider at least three (3) applicants who appear to meet the minimum qualifications. All internal qualified candidates shall be interviewed if outside candidates are interviewed.

Section 6.08 - Probationary Periods

New employees shall serve an initial probationary period of 1,040 hours or up to one (1) year, whichever is shorter. All promotional probationary periods shall be six (6) months in duration. The Employer with the consent of the Association may extend a probationary period. Special provisions shall apply to probation as follows:

Subd. 1 - Removal

An employee may be removed from the position at the discretion of the Employer. Such removal is not subject to the grievance/arbitration provisions of this Agreement.

- a. Removal during an employee's initial probationary period shall result in termination of employment.
- b. An employee removed during a promotional probationary period shall have the right to return to a vacant position in his/her previous classification, or, if none is available, to his/her previous position.
- c. An employee returned to his/her previous classification shall be placed at the step in the salary range that would have been appropriate if the promotion had not occurred.

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| ARTICLE 7 LAYOFFS & RECALL |
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Section 7.01 - Layoff

In the event that it is necessary to lay off bargaining unit employees due to lack of work or funds, the least senior employee(s) in the affected classification shall be laid off first. The layoff shall continue in order of least seniority toward the most seniority until the needed reduction in force/hours has been accomplished. Employees who possess unique skills or qualifications may be retained over employees that are more senior only if employees with more seniority do not have the ability to become qualified.

Section 7.02 - Seniority

Seniority is the length of uninterrupted employment with the Employer based on the first day the employee reports for work. Ties in seniority shall be broken by lot. Seniority shall be modified as follows:

a. Seniority is not acquired during voluntary leaves of absence without pay of two weeks or more, except as required by law.

b. A Roster Nurse selected for a non-roster position will have their seniority date adjusted to reflect hours worked for MVNA.

Section 7.03 - Bumping

An employee who is laid off shall have the right to displace ("bump") an employee with lesser seniority in a lower level position for which he or she is qualified. The employee displaced shall be the employee in the classification with the least seniority.

Section 7.04 - Recall

Employees who are laid off shall have their names placed on a layoff list for their classification. Recalls shall be in order of seniority with the most senior person in layoff status for the classification recalled first. Recall shall continue in order of most seniority to least seniority. Seniority rights shall be lost if an employee is not recalled within three (3) years. Employees shall maintain their professional qualifications while on layoff status. Employees shall keep the Employer informed of their current residence addresses. Recall notices shall be sent by the Employer to employees by certified mail, return receipt requested. Employees who do not respond to a recall notice within ten (10) working days of the date of mailing forfeit all recall rights. An employee who is unable to return to work because of disability shall be transferred to an appropriate leave of absence status. The Employer may require documentation of disability.

ARTICLE 8 HOURS & SCHEDULE

Section 8.01 - Regular Hours of Service

Regular working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, with forty-five (45) minutes for lunch. A break of ten (10) minutes is allowed for each four (4) hour period of work. Occasional adjustments in regular working hours may be made when service to patients requires, and the adjustment is approved by a supervisor.

Section 8.02 - Additional Hours of Service

Nurses may be assigned work on nights, weekends, and holidays, as necessary. Nurses may also be assigned on call duty, as necessary. Appendix B includes definitions and procedures for On Call and Weekend/Holiday assignments.

Section 8.03 - Flexible Work Schedule

Employees may be allowed flexibility in scheduling their weekly and daily work hours with their supervisor's approval. Employees may, for example, be allowed to schedule their weekly hours during four (4) or five (5) days and/or they may be allowed to schedule their starting and ending times according to individual needs and work loads, with such supervisory approval.

Section 8.04 - Limitation of Work Hours

No nurse may be scheduled to work more than fifty (50) hours in a week, excluding "on call" time.

Section 8.05 – Reduction of Hours

Full time employees who have completed 20 years of service with Minnesota Visiting Nurse Agency, inclusive of uninterrupted service with the City of Minneapolis as a nurse, are eligible to request their employee status be

changed to 0.8 FTE. The request will be granted unless precluded by business needs, in which event the Employer and the Association will work to resolve the problem.

The Employer agrees to work with any employee who requests part-time (0.7 – 0.9 FTE) benefited status. In those instances where an employee is denied a request, the Employer agrees to furnish the employee with written reason why the request was denied.

ARTICLE 9 WAGES AND PAYROLL

Section 9.01 - Rates of Pay

Rates of pay shall be those stated in Appendix A, Appendix B and Appendix C to this Agreement.

Section 9.02 - Promotions

An employee who is promoted from one classification to another shall be paid at the increment in the salary schedule which is at least 104% of the salary received in the classification from which promoted.

Section 9.03 - Demotions

The salary of an employee who is demoted to a position which provides for a lower maximum salary than the employee's current position shall be the next increment lower than the salary last received by such employee in the higher classification, except Section 6.08, Subd. 1. c. shall govern demotions during probationary periods.

Section 9.04 - Payrolls and Paydays

All payrolls shall be calculated on a biweekly basis, and employees shall normally be paid every other Friday.

Section 9.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated hours (exclusive of workers' compensation, unemployment compensation, or similar insured compensation payments) shall be considered hours worked for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight-time compensated hours only.

Section 9.06 - Overtime

Overtime is defined as all time worked in excess of forty (40) hours in any workweek which was assigned or approved by the employee's supervisor or other authorized person. Time off due to a holiday shall be included as hours worked for licensed practical nurses.

Subd. 1 - Non-professional Employees

Licensed practical nurses shall be paid for overtime at the rate of one-and-one-half times their regular hourly rate of pay.

Subd. 2 - Professional Employees

Employees other than licensed practical nurses shall receive compensatory time off at a rate of one hour in compensatory time for each hour of overtime. The Employer has the option of making payment in lieu of compensatory time. The following exceptions will apply:

- a. Appendix B to this Agreement shall govern the matters included therein.

b. An employee shall be paid at his/her regular hourly rate of pay for overtime hours worked over fifty (50) hours of compensatory time.

c. An employee shall receive, each pay period, a written accounting reflecting the balance of compensatory time off due the employee at the beginning of the pay period, the total compensatory time off earned and used by the employee during the pay period, and the balance of compensatory time off due the employee at the end of the pay period.

Section 9.07 - Compensatory Time

Continue the present practice as modified by Appendix B and Appendix C except to the extent modifications are required by state or federal law.

ARTICLE 10 VACATIONS

Section 10.01 - Vacations With Pay

Full and part-time employees who average twenty-eight (28) or more hours per week shall accrue vacation with pay according to the following schedule:

- a. One (1) through five (5) years of employment .042308 hours per hour
(FTE: 11 days per year)
- b. Six (6) through ten (10) years of employment .065385 hours per hour
(FTE: 17 days per year)
- c. Eleven (11) through nineteen (19) years of employment .076924 hours per hour
(FTE: 20 days per year)
- d. Twenty (20) or more years of employment .096154 hours per hour
(FTE: 25 days per year)

Section 10.02 - Continuous Years of Service

Continuous years of service is defined as the length of uninterrupted employment with the Employer based on the first date the employee reported for work. Accrual dates will be adjusted as follows:

- a. Time on authorized leave of absence without pay of two weeks or more shall not be credited towards years of service, except as required by law.
- b. Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service.

Employer has been basing years of service on 2080 hours rather than date of hire. It is agreed that effective 07/01/96 such accruals shall be based on "date of hire" and not "2080 hours."

Section 10.03 - Personal Days

Non Roster Employees shall accrue one Personal Day on the first day of each quarter for a maximum of four Personal Days in a Calendar year. Three Personal Days can be carried over into a new calendar year for use in the first six (6) months of that year. All Personal Days are to be used in an eight hour increment [based on 1.0 FTE]. These days are subject to advance approval by a supervisor.

Section 10.04 - Roster Nurses

Roster nurses shall not be eligible for paid vacation.

Section 10.05 - Accruals and Usage

Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work without regard to the calendar year, and usage shall be subject to the following:

- a. An employee may not take vacation during his/her probationary period.
- b. Vacation may be taken only as earned.
- c. Vacation pay shall not exceed the earnings the employee would have received during such period if working.
- d. If a holiday occurs during the vacation period, the holiday shall not be counted as a vacation day.
- e. Vacation time may be accumulated up to thirty (30) days. Accrued vacation in excess of thirty (30) days will be lost.

Section 10.06 - Scheduling Vacations

Vacations will be scheduled in advance as approved by the Employer with regard to the needs of the Employer, seniority, and the wishes of the employee. The entire vacation need not be taken in one block of time, and a maximum of three (3) days may be taken in hourly increments. Vacation time may also be given by the Employer in emergency situations.

Section 10.07 - Hours as a Roster Nurse

Eligible employees will be permitted to count hours as a Roster nurse towards his/her years of service.

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| ARTICLE 11 HOLIDAYS |
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Section 11.01 - Holidays With Pay

Employees shall be entitled to holidays with pay in accordance with the provisions of this Article.

Section 11.02 - Eligibility and Pay

Subd. 1 - Eligibility

Employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee has worked at least two (2) hours on the last working day before and at least two (2) hours on the next working day after such holiday, or such employee is on a paid leave of absence, vacation, or sick leave properly granted.

Subd. 2 - Roster Nurses

Roster nurses shall be paid the negotiated rate listed on Appendix A.

Subd. 3 - Holiday Pay and Rate

Employees eligible to receive holiday pay shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay, or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be prorated.

Subd. 4 - Holidays During Vacation and Sick Leave

Holidays which occur within an employee's approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

Section 11.03 - Holidays Defined

Subd. 1 - Schedule of Holidays

The following named days shall be considered holidays for purposes of this Article:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Subd. 2 - Holidays Occurring on Weekends

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement falls on a Saturday, the preceding Friday shall be considered to be the holiday.

Section 11.04 - Holidays Worked

Employees required to work on any holiday shall be paid at the rate of one-and-one-half times their regular rate of pay.

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| ARTICLE 12 SICK LEAVE |
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Section 12.01 - Sick Leave

Employees who average twenty-eight (28) or more hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness or disability, a necessity for medical or dental care; and care for illness of a minor child. In addition absence of up to three (3) days of accrued sick leave per year may be used for the care of an immediate family member (other than a child) or any member of the employee's household, including domestic partner. Such leaves shall be granted in accordance with the provisions of this Article.

Section 12.02 - Accumulation Rate

Eligible employees shall earn sick leave at the rate of .034616 hours of sick leave per hour of credited work time other than overtime accumulative to a maximum of 120 days. Absences shall be charged against an employee's accumulated sick leave, except that any sick leave taken during the first month of employment shall be unsalaried.

Section 12.03 - Medical Verification

To the extent allowed by law, the Employer reserves the right to request medical verification of the use of sick leave and of an employee's fitness to return to duty after sick leave. Employees will not be required to furnish a medical verification of sick leave statement until after the fifth day of absence. However, employees may be required to furnish a medical verification sooner in circumstances where there is excessive use or a pattern of sick leave use, for use of FMLA leave, or where he/she may pose a danger to himself/herself or others.

Section 12.04 - Parental and Medical Leave Policies

The Employer shall provide employees with Parental and Medical Leave as outlined in the Personnel Policy Manual. Effective 01/01/00 employees on a Family/Parental Medical Leave will continue to accrue vacation/sick time if using paid time off during their leave.

**ARTICLE 13
OTHER LEAVES OF ABSENCE**

The Employer shall provide employees with leaves of absence as currently stated in the Employer's Personnel Policy Manual and as required by law.

**ARTICLE 14
SEVERANCE PAY PLAN**

Upon termination of employment, the Employer will make payment for unused sick leave at one half the employee's salary rate for each accrued day between sixty-one (61) days and the allowable maximum of one hundred twenty (120) days.

**ARTICLE 15
GROUP INSURANCE**

Section 15.01 - Group Health Insurance

Subd. 1 - Enrollment and Eligibility

Upon proper application, employees who average twenty-eight (28) or more hours per week shall be enrolled as a covered participant in one of the Employer's health insurance plans. Such coverage shall commence the first of the month following the date of enrollment, provided the application for enrollment is received by the insurer on or before thirty (30) calendar days of employment. Enrollment after this period must meet the requirements of the insurance carriers. Temporary and roster employees will not be eligible for health insurance.

Subd. 2 - Premiums

For properly enrolled employees, the Employer shall make health care plan contributions of 84% for Single Coverage; 67.5% for Employee + 1; and 73% for Family Coverage. The Employer shall also make dental plan contributions of 54% for Single Coverage; 36.1% for Employee + 1; and 33.7% for Family Coverage, which amounts represent a contribution increase of 17.2% for the year 2002 over the amounts contributed by the Employer in 2001. The Employer and the Association agree to re-open negotiations for the following year's health and dental enrollment rates in the fall of each year, soon enough to allow the parties sufficient time for meaningful negotiations.

Subd. 3 - Leave of Absence Without Pay

If an approved leave of absence without pay is for less than one (1) month, the Employer shall pay its portion of the premium. The employee must pay the full premium if coverage is desired during approved leaves of longer duration unless required by law.

Section 15.02 - Life Insurance

The Employer shall provide and pay the full cost of a group term life insurance program for employees who average twenty (20) or more hours per week. Temporary and Roster employees will not be covered.

Section 15.03 - Disability Insurance

Subd. 1 - Long Term

The Employer shall provide and pay the full cost of a long term disability insurance program for employees who average twenty (20) or more hours per week. Employees shall be eligible to receive the benefits of the long term disability program upon being disabled for 120 days. Roster employees will not be covered.

**ARTICLE 16
PROFESSIONAL LIABILITY INSURANCE**

The Employer shall provide professional liability insurance, naming the individual as an insured for all employees at no cost to the employee. Said insurance protects the individual employee only while he/she is functioning within the framework of the Employer's program and policies.

**ARTICLE 17
SPENDING ACCOUNTS and RETIREMENT**

Section 17.01 - MVNA Retirement Savings Plan

Employees who meet the requirements as outlined in the plan are eligible to participate in the MVNA Retirement Savings Plan. Employees will become a participant in the plan on the first day of the month coinciding with or next following the date they meet the eligibility requirements.

Section 17.02 - Tax Deferred Retirement Savings Plan

Eligible employees may participate in a tax-deferred retirement savings plan by payroll deduction.

Section 17.03 - Flexible Benefit Spending Plan

Eligible employees may participate in a flexible benefits spending plan by payroll deduction.

**ARTICLE 18
DISCRIMINATION PROHIBITED**

In the application of this Agreement's terms and provisions, no employee shall be discriminated against in an unlawful manner as defined by applicable city, state, and/or federal law, or because of an employee's political affiliation. The parties recognize sexual harassment as defined by city, state, and/or federal regulations to be unlawful discrimination within the meaning of this Article.

**ARTICLE 19
SAFETY**

Section 19.01 - Mutual Responsibility

It shall be the responsibility of the Employer to provide for the safety of its employees by providing safe working conditions, work areas, and work methods. Employees shall have the responsibility to follow reasonable procedures and rules promulgated by the Employer. Upon the request of either party, the Association and the Employer shall meet and confer relative to health and safety matters.

Section 19.02 – Pagers

Employees may be required to carry a paging device issued by the Employer. The paging device will be turned on during working hours. Employees will respond to pages within fifteen minutes or at the first reasonable opportunity.

**ARTICLE 20
EDUCATION**

The Employer shall provide in-service education opportunities in-house so nurses can earn a minimum of eight (8) CEU credits annually. The Employer shall post a schedule of CEU credit opportunities at least one month in advance of the opportunity. If CEU credit opportunities are not offered in a department of the Employer, then an employee in that department shall be allowed to attend a minimum of eight (8) CEU credit opportunities offered by the Employer with the approval of the employee's supervisor. In addition, nurses shall be eligible to participate in the Employer's Staff Development Policy, Article 41.

**ARTICLE 21
TERM OF AGREEMENT**

Section 21.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2008, and shall remain in full force and effect through December 31, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 21.02 – Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement unless or until notice of termination is provided to the other party.

MINNESOTA VISITING NURSE AGENCY

DATED: 9/18/08

By Mary Ann Blade
Mary Ann Blade

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

DATED: 9/24/08

By Duane Johnson
Duane Johnson

Minnesota Visiting Nurse Agency

APPENDIX A Rates of Pay

Rates of Pay

1. New non-roster hires will receive salaries on the following schedule reflecting education and previous experience:

| <u>RN/LPN + experience</u> | <u>Master's + experience</u> | <u>STEP</u> |
|----------------------------|------------------------------|-------------|
| 0 - 3 years | 0 | Step 1 |
| 4 - 8 years | 1 year | Step 2 |
| 9 - 12 years | 2 - 5 years | Step 3 |
| 13 - 19 years | 6 - 8 years | Step 4 |
| 20+ years | 9 + years | Step 5* |

*Note: Nurse experience must have occurred within the last 25 years for this step, and experience must be directly pertinent to the position being hired into. This step is discretionary and CEO approval is required.

No new hire will receive a higher rate of pay than current staff with the same number of years of experience and education.

Appendix A Page 2

2. Non-roster Salary System 01/01/08 to 12/31/08

| <u>Step</u> | <u>LPN</u> <u>2008</u> | <u>RN</u> <u>2008</u> | <u>RNII/PHN</u> <u>2008</u> |
|--------------------------------|-----------------------------------|----------------------------------|--|
| 1 | \$17.61 | \$23.91 | \$25.49 |
| 2 | \$18.30 | \$24.87 | \$26.50 |
| 3 | \$18.68 | \$25.36 | \$27.54 |
| 4 | \$19.05 | \$25.86 | \$28.10 |
| 5 | \$19.42 | \$26.38 | \$28.66 |
| 6 | \$19.79 | \$26.90 | \$29.22 |
| 7 | \$20.20 | \$27.44 | \$29.80 |
| 8 | \$20.59 | \$27.99 | \$30.41 |
| 9 | \$21.00 | \$28.54 | \$31.00 |
| 10 | \$21.42 | \$29.10 | \$31.63 |
| 11 | \$21.85 | \$29.68 | \$32.24 |
| 12 | \$22.30 | \$30.28 | \$32.90 |
| 13 | \$22.74 | \$30.88 | \$33.55 |
| 14 | \$23.19 | \$31.50 | \$34.23 |
| 15 | \$23.66 | \$32.13 | \$34.91 |
| 16 | \$24.13 | \$32.77 | \$35.61 |
| | | | |
| 17 Longevity (20-24 years fte) | \$24.62 | \$33.42 | \$36.32 |
| 18 Longevity (25+ years fte) | \$25.10 | \$34.09 | \$37.06 |

Appendix A Page 3

2. Non-roster Salary System 01/01/09 to 12/31/09

| <u>Step</u> | <u>LPN</u> <u>2009</u> | <u>RN</u> <u>2009</u> | <u>RN II/PHN</u> <u>2009</u> |
|--------------------------------|-----------------------------------|----------------------------------|---|
| 1 | \$18.31 | \$24.87 | \$26.51 |
| 2 | \$19.04 | \$25.86 | \$27.56 |
| 3 | \$19.43 | \$26.37 | \$28.64 |
| 4 | \$19.81 | \$26.90 | \$29.22 |
| 5 | \$20.19 | \$27.44 | \$29.81 |
| 6 | \$20.58 | \$27.98 | \$30.39 |
| 7 | \$21.00 | \$28.53 | \$30.99 |
| 8 | \$21.42 | \$29.11 | \$31.63 |
| 9 | \$21.84 | \$29.68 | \$32.24 |
| 10 | \$22.28 | \$30.26 | \$32.89 |
| 11 | \$22.72 | \$30.87 | \$33.53 |
| 12 | \$23.19 | \$31.50 | \$34.21 |
| 13 | \$23.65 | \$32.11 | \$34.89 |
| 14 | \$24.12 | \$32.76 | \$35.60 |
| 15 | \$24.61 | \$33.41 | \$36.31 |
| 16 | \$25.09 | \$34.08 | \$37.03 |
| | | | |
| 17 Longevity (20-24 years fte) | \$25.60 | \$34.75 | \$37.77 |
| 18 Longevity (25+ years fte) | \$26.10 | \$35.45 | \$38.54 |

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4. Non-roster Salary System 01/01/10 to 12/31/10*

| <u>Step</u> | <u>LPN</u> <u>2010</u> | <u>RN</u> <u>2010</u> | <u>RN II/PHN</u> <u>2010</u> |
|--------------------------------|--|---|--|
| 1 | \$18.86 | \$25.61 | \$27.31 |
| 2 | \$19.61 | \$26.64 | \$28.39 |
| 3 | \$20.01 | \$27.16 | \$29.50 |
| 4 | \$20.41 | \$27.71 | \$30.10 |
| 5 | \$20.80 | \$28.26 | \$30.70 |
| 6 | \$21.20 | \$28.82 | \$31.30 |
| 7 | \$21.63 | \$29.39 | \$31.92 |
| 8 | \$22.06 | \$29.98 | \$32.57 |
| 9 | \$22.49 | \$30.57 | \$33.21 |
| 10 | \$22.95 | \$31.17 | \$33.88 |
| 11 | \$23.41 | \$31.79 | \$34.54 |
| 12 | \$23.89 | \$32.44 | \$35.24 |
| 13 | \$24.36 | \$33.08 | \$35.94 |
| 14 | \$24.84 | \$33.74 | \$36.66 |
| 15 | \$25.34 | \$34.41 | \$37.40 |
| 16 | \$25.85 | \$35.10 | \$38.15 |
| | | | |
| 17 Longevity (20-24 years fte) | \$26.37 | \$35.79 | \$38.90 |
| 18 Longevity (25+ years fte) | \$26.88 | \$36.52 | \$39.69 |

*** Re-opener for 2010. See Letter of Agreement.**

Appendix A Page 5

5. Roster Hourly Rates of Pay will be as follows:

| Roster Nurse Position | Work Category | 2008 Pay Rate | 2009 Pay Rate | 2010* Pay Rate |
|------------------------------|----------------------|----------------------|----------------------|-----------------------|
| PHN/RN II | Weekday | \$28.78 | \$29.93 | \$30.83 |
| RN | Weekday | \$27.88 | \$29.00 | \$29.87 |
| LPN | Weekday | \$20.07 | \$20.87 | \$21.50 |
| | | | | |
| PHN/RN II/RN | Weekend | \$33.80 | \$35.15 | \$36.21 |
| LPN | Weekend | \$22.07 | \$22.95 | \$23.64 |
| | | | | |
| PHN/RN II/RN | Holiday | \$35.80 | \$37.15 | \$38.21 |
| LPN | Holiday | \$24.07 | \$24.95 | \$25.64 |

*** Re-opener for 2010. See Letter of Agreement.**

6. Nurses will continue to advance to the next higher step on each subsequent anniversary date, or upon completion of 2080 hours if less than full time of satisfactory paid service.

7. Effective January 1, 2002 mileage will be reimbursed for miles driven on Employer business at the rate stated in the Internal Revenue Service's Standard Mileage Rate. Employees shall be compensated for mileage submitted on a monthly basis, and each employee so compensated shall receive, at the time of compensation, an accounting reflecting the period of time covered by the compensation, the total number of miles compensated, and the total dollar amount of compensation.

8. The employer shall have the right to provide additional bonus compensation to MPEA members above the contract agreement at the discretion of the Employer.

9. If an individual student is precepted for 40 hours or more by a single nurse, the nurse will be paid \$1.50 for each hour of precepting.

10. Roster nurses who report to work as scheduled shall be guaranteed pay for the amount of time they were scheduled to work or four (4) hours, whichever is less; provided that if a visit falls through, the nurse will call the Agency to see if another visit can be assigned. If the nurse refuses to take a newly assigned visit, then the nurse will be paid based on the hours worked for that day.

11. Nurses participating in the Home Health Infusion Team Project shall receive compensation at one and one-half (1½) times their regular rate of pay for work performed after 4:30 p.m.

MINNESOTA VISITING NURSE AGENCY

APPENDIX B On Call

DEFINITION OF ROLE

Twenty-four hour coverage is provided to clients by the nursing staff of Minnesota Visiting Nurse Agency who have been employed at least three months, or who have been fully trained by the Nursing Supervisory Staff. An "On Call Nurse" is a designated PHN/RN who carries a "beeper" (paging system) and is responsible for the handling of IV, terminally ill clients and emergency calls and/or visits. This nurse will handle client-related telephone calls and initial processing of agency referrals after regular office hours. An Administrative backup will be available.

As new programs are developed which necessitate the expansion of On Call, Health Promotion Nurses may, in the future, assume similar responsibilities as outlined above.

HOURS OF SERVICE

The On Call Nurse is assigned on a weekday, generally Monday through Thursday, from 4:30 p.m. to 8:00 a.m. or a full weekend from Friday at 4:30 p.m. to Monday at 8:00 a.m. Holiday On Call begins at 8:00 a.m. on the day of the holiday through 8:00 a.m. the following day.

COMPENSATION

For carrying the beeper and handling telephone calls of a routine, non-difficult nature, the On Call Nurse will be paid an additional:

| | |
|----------|-----------------------|
| M/T/W/T | \$55.00 each night |
| F/S/S | \$70.00 each night |
| Holidays | \$105.00 each holiday |

NON-HOLIDAYS: For each telephone call handled of a more difficult nature over ten minutes in length, straight compensatory time will be earned. For each visit made outside MVNA business hours, the On Call Nurse will earn compensatory time for actual time worked or two (2) hours, whichever is greater.

HOLIDAYS: In addition to normal holiday pay a nurse who handles telephone calls of a more difficult nature over ten minutes or who makes visits will be paid at time and one half for actual time worked. If required to make one or more visits, the nurse will be paid for at least three (3) hours at time and one half.

NOTE: Compensatory time earned for home visits made while On Call will be taken back by coordinating time off with their team, team leader, scheduling office and their supervisor.

MINNESOTA VISITING NURSE AGENCY

APPENDIX C

STAFF ASSIGNED WEEKEND AND/OR HOLIDAY HOURS

Therapeutic Nurses will participate in the assignment of weekend and holiday work unless they are assigned to other weekend program work by their supervisor. Nurses will be available to make visits between the hours of 8:00 a.m. to 4:30 p.m.

Health Promotion Nurses will participate in the assignment of weekend and holiday work unless they are assigned to other weekend program work by their supervisor. The Health Promotion Nurses will make visits to all Health Promotion clients and, if needed, to uncomplicated therapeutic dressing changes and medication set ups.

HOURS IF SERVICE FOR WEEKENDS AND HOLIDAYS

Therapeutic or Health Promotion Nurses may be scheduled for a minimum of four (4) to a maximum of eight (8) hours per day. Nurses will see scheduled weekend clients and may schedule and visit clients from their own caseload at their own discretion. If the schedule is made at least three (3) weeks in advance, the nurse shall arrange to take the time worked back within two (2) weeks. Any exception to this will be at the sole discretion of the nurse's supervisor. Time off will be coordinated with their team, team leader, scheduling office and their supervisor. Hours worked on the weekend which were not scheduled three (3) weeks in advance may be taken off at the discretion of the nurse with approval of the supervisor.

COMPENSATION

Weekend hours will be compensated for non-Roster staff at \$2.00 per hour shift differential above the regular salary of the nurse.

NOTE: In the event new contracts and/or programs are developed which require on call Health Promotion Services, specific role definitions will be developed and negotiated.

Letter of Agreement

between

METROPOLITAN VISITING NURSE ASSOCIATION

and

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

THIS LETTER OF AGREEMENT is made and has been entered into by and between the Metropolitan Visiting Nurse Association, hereinafter referred to as the "Employer" and the Minneapolis Professional Employees Association, hereinafter referred to as the "Association."

IT IS HEREBY mutually understood and agreed by and between the parties to this Letter of Agreement that:

1. Salary adjustments were made for the Minneapolis Health Department nurses hired by the Employer in January of 1996 to reflect their years of nursing experience with their previous employer.
2. A six month probationary period as the norm for all new hires with the Employer was waived for these same employees.
3. Minneapolis Health Department (MHD) nurses hired prior to July 1, 1996 by the Employer will be given credit for MHD time (as well as any previous employment with Employer if same immediately preceded employment by MHD) for the following purposes: (a) seniority; and (b) vacation accrual.
4. The Employer's date of hire for these employees will reflect movement to future pay increases (i.e. step measurement).

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 13th day of June, 1996.

For MINNESOTA VISITING NURSE
ASSOCIATION

For MINNEAPOLIS PROFESSIONAL
EMPLOYEES ASSOCIATION

Mary Ann Blade

Richard M. Erdall

**Letter of Understanding
Between
Minnesota Visiting Nurse agency
And
Minneapolis Professional Employee Association**

This Letter of Understanding by and between the Minnesota Visiting Nurse Agency ("MVNA") and the Minneapolis Professional Employee Association ("MPEA") is entered into for the purpose of allowing nurses represented by MPEA to contract directly with MVNA to perform independent contractor services separate and distinct from work performed for MVNA as an employee.

WHEREAS, the individual nurses represented by MPEA desire to contract with MVNA to perform contract clinic services in the short-term flu clinics on the same basis as other contractors; and

WHEREAS, MPEA desires not to stand in the way of individual nurses offering to work as contractors outside the terms of the collective bargaining agreement; and

WHEREAS, MVNA desires to enter into independent contracts with qualified nurses who offer to contract to deliver flu clinics over a 6-8 week period of time;

NOW, THEREFORE, MVNA and MPEA stipulate and agree to the following:

1. Any qualified nurse may apply to contract with MVNA for flu clinics. Except in unusual circumstances, all MPEA nurses are deemed qualified.
2. Each nurse shall be notified in writing that MVNA has entered into a Letter of Understanding that permits him/her to directly contract with MVNA to perform flu clinics. MPEA nurses will be given an opportunity to sign up for flu clinics before other nurses. To effectuate this policy, MPEA nurses will be notified that flu clinic opportunities are available at least one week before being made available to outside nurses. Thereafter, MPEA nurses may contact the flu clinic schedulers to sign up for available flu clinic opportunities.
3. A nurse who offers to contract for performance of flu clinics shall be considered under the same basis as all other contractors. For each flu season, MVNA will contract with any nurse meeting its hiring expectations.
4. Nurse will be notified of their hire or non-hire as soon as possible and may sign up for vacant clinics and hours on the internal schedule with the flu shot manager or another flu program supervisor.
5. Nurses who are represented by MPEA shall continue to perform according to their regular work schedule and Job Description. The nurses cannot neglect their own work duties to perform their outside contract with MVNA.

Letter of Understanding
Between
Minnesota Visiting Nurse agency
And
Minneapolis Professional Employee Association
Page 2 of 2

6. Nurses contracting with MVNA shall follow the independent contract agreement rather than the labor agreement while performing their contract with MVNA.
7. Nurses who contract with MVNA must execute the Independent Contractor Agreement.
8. Nurses who contract with MVNA shall invoice MVNA for payment under the Independent Contract Agreement.
9. This Letter of Understanding shall commence upon mutual execution by the parties hereto and shall remain in full force and effect unless the parties mutually determine otherwise.
10. This constitutes the full and final agreement between the parties. Any other representations, whether oral or written, or by previous practice, are subsumed by this Letter of Understanding.

For the MPEA:

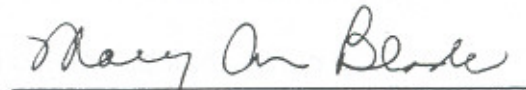


Duane G. Johnson, P.A.
Attorney at Law

9/12/01

Date

For the MVNA:



Mary Ann Blade
CEO

Sept. 11, 01

Date

MINNESOTA VISITING NURSE AGENCY

AND

MINNEAPOLIS PROFESSIONAL
EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT

Task Force to Redesign the System of Nurses Giving Flu Shots

WHEREAS, the Minnesota Visiting Nurse Agency (Employer) and the Minneapolis Professional Employees Association (Association) (collectively the Parties) have entered into that certain Labor Agreement, effective January 1, 2008, (Labor Agreement); and

WHEREAS, the Parties have negotiated and agreed to the formation of a task force to redesign the system of nurses giving flu shots:

NOW, THEREFORE, the Parties agree as follows:

1. A task force will be formed to redesign the system of nurses giving flu shots.
2. The task force will include one (1) nurse and one (1) manager from the Family Health and Home Health Department.
3. The task force shall be formed and begin meeting not later than August 1, 2008, and it shall provide its written report and recommendations to the Employer and representatives of the Association not later than September 15, 2008.

NOW THEREFORE, the authorized representatives of the Parties have executed this Letter of Agreement:

FOR THE EMPLOYER:

Mary Ann Blade 9/18/08
Mary Ann Blade Date

FOR THE ASSOCIATION:

Duane Johnson 9/24/08
Duane Johnson Date

MINNESOTA VISITING NURSE AGENCY

AND

**MINNEAPOLIS PROFESSIONAL
EMPLOYEES ASSOCIATION**

LETTER OF AGREEMENT

Mailing of Charts To and From PCA Nurses

WHEREAS, the Minnesota Visiting Nurse Agency (Employer) and the Minneapolis Professional Employees Association (Association) (collectively the Parties) have entered into that certain Labor Agreement, effective January 1, 2008, (Labor Agreement); and

WHEREAS, the Parties have negotiated and agreed that PCA nurses can have patient charts mailed to them and can return charts to the Employer by mail:

NOW, THEREFORE, the Parties agree as follows:

1. A PCA nurse can have patient charts mailed to her/him and can return patient charts to the Employer by mail where driving distances are prohibitive and it is impractical for the nurse to drive to the Employer's offices to pick up or return charts.
2. For the purposes of the above, the terms "prohibitive" and "impractical" will be reasonably determined on a case by case basis.
3. The Employer will pay the cost of postage.

NOW THEREFORE, the authorized representatives of the Parties have executed this Letter of Agreement:

FOR THE EMPLOYER:

Mary Ann Blade 9/18/08
Mary Ann Blade Date

FOR THE ASSOCIATION:

Duane Johnson 9/24/08
Duane Johnson Date

MINNESOTA VISITING NURSE AGENCY

AND

**MINNEAPOLIS PROFESSIONAL
EMPLOYEES ASSOCIATION**

LETTER OF AGREEMENT

2010 Re-opener – Wages Only

WHEREAS, the Minnesota Visiting Nurse Agency (Employer) and the Minneapolis Professional Employees Association (Association) (collectively the Parties) (the Parties are separately referred to as Party) have entered into that certain Labor Agreement, effective January 1, 2008, (Labor Agreement); and

WHEREAS, the Parties have negotiated and agreed that the Labor Agreement may be reopened to renegotiate wages for the term year 2010 in the event the cost of living for the years 2008 and 2009 exceed a combined increase of eight percent (8%):

NOW, THEREFORE, the Parties agree as follows:

1. The Labor Agreement negotiations may be reopened by either Party upon written notice to the other for the purpose of renegotiating wages for the year 2010.
2. The reopening of negotiations for wages will be conditioned on the cost of living for the years 2008 and 2009 exceeding a combined increase of 8%.
3. The cost of living will be measured by and determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for urban wage earners, Minneapolis-St. Paul.

NOW THEREFORE, the authorized representatives of the Parties have executed this Letter of Agreement:

FOR THE EMPLOYER:

Mary Ann Blade 9/18/08
Mary Ann Blade Date

FOR THE ASSOCIATION:

Duane Johnson 9/24/08
Duane Johnson Date