



ST. LUKE'S HOSPITAL, DULUTH, MINNESOTA  
-and-  
MINNESOTA NURSES ASSOCIATION

**EMPLOYER'S PROPOSALS**

May 28, 2019

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1. **ARTICLE 3 – HOURS**

Modify Article 3, Section 3.3, as follows:

- 3.3 A nurse will not be scheduled to work more than alternate weekends (Saturday and Sunday), except if such schedule would have the effect of depriving patients of needed nursing service. Full-time and regularly scheduled part-time nurses working more weekend shifts than scheduled shall receive a one hundred dollar (\$100.00) per shift bonus for each eight (8) hour shift. The one hundred dollar (\$100.00) bonus shall be prorated for less than eight (8) hour shifts. The Hospital may not require a nurse to work a different schedule than she/he is scheduled on the nurse's scheduled weekend to work. If a nurse voluntarily agrees to work a **different** shift than scheduled, the weekend bonus provisions of this Section 3.3 do not apply and the nurse is not entitled to a weekend bonus for working the **different** shift. However, if a nurse agrees to work more shifts or hours than scheduled, the weekend bonus would apply to the extra weekend shift or hours worked unless such extra shift is at the request of the nurse. The provision of this section shall apply to ~~shifts~~hours worked between 3:00 p.m. Friday and 11:00 p.m. Sunday. This premium pay shall not apply if the working of the extra weekend shift or shifts is at that request of the nurse.

2. **ARTICLE 3 – HOURS**

Modify Article 3, Section 3.17(b), as follows:

The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth elsewhere in Section 3. Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled work day shall be paid at the rate of time and one-half (1½) for all excess time

so worked ~~except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time.~~

3. **ARTICLE 4 – SALARY**

Modify Article 4, Section 4.13, first paragraph, as follows:

4.13 Off Premises Call: If a nurse is on-call but not required to be on the Hospital's premises (on-call off premises), such nurse shall be paid at the rate of six dollars and fifteen cents (\$6.15) per hour or the higher of the State or Federal minimum wage, whichever is greater. However, call pay will be capped at \$10.50/hour for the term of this Agreement. ~~This cap on call pay will sunset upon the ratification of a successor Agreement unless both parties specifically agree otherwise.~~

4. **ARTICLE 4 – SALARY**

Modify Article 4, Section 4.13, response time chart, as follows:

4.13 The response times for nurses working off-premise, on-call is as follows:

MANDATORY CALL	
Unit	Response Time
***	***
Endoscopy	45 minutes – any nurse who is hired or transfers to Endoscopy after March 11, 2002, shall be subject to mandatory call.
<u>Cardiac Diagnostics</u>	<u>30 minutes for staff hired to Department after 12/11/2012.</u>

VOLUNTARY CALL	
Unit	Response
Birth Center	45 minutes.
Endoscopy	45 minutes. Applies only to nurses working in Endoscopy on or before March 11, 2002 and who continues to work in Endoscopy.
Radiology	30 minutes.
E.T.C.U.	30 minutes.
All other Nursing Care Units	45 minutes
PACU	30 minutes. Applies only to nurses working in PACU on/or before July 1, 1998 and who continues to work in PACU.*

The above times may be changed by mutual agreement between the nurse and the Hospital.

~~\* NOTE: Carol Taipaila's response time in PACU will be 45 minutes.~~

## 5. **ARTICLE 6 – PART-TIME NURSES**

Modify Article 6, Section 6.13, subparagraph a), as follows:

- a) **Casual Nurse.** A casual (unscheduled) nurse shall be called to work or scheduled to work shifts mutually agreeable between the nurse and the Hospital. In order to maintain a casual status a nurse shall work a minimum of 208 hours per anniversary year and must offer at least 4 ~~shifts~~days of availability per 4 week scheduling period to the scheduler prior to the request deadline to be scheduled to work on their home unit. 1 shift will be entered on the schedule unless the Casual RN mutually agrees to more than 1 scheduled shift. Upon the mutual agreement of the Nurse Manager and Nurse, this requirement may be waived for 1 four week period per year. A casual nurse is not assured the availability of work on a regular basis, and may refuse any shift but must meet the annual minimum hours of work requirement to maintain this status. Casual Nurses may work on-call duty but call duty hours shall not count toward meeting minimum requirements except for those hours worked when called in or unless the nurse is employed as a nurse in another Health Care facility and meets the competencies for the position at St. Luke's. Casual Nurses who cover all department call excluding holidays and are part of the Hospice/Home Care "On-Call Team" are not required to work any minimum number of hours in order to maintain casual status. In order to be eligible for this status, a nurse must have a satisfactory work record.

A casual nurse may attend certification classes at the Hospital without charge, but any time spent in such classes shall not be paid time.

The changes to casual nurse availability will be implemented as a pilot program. The Staffing and Scheduling Committee will monitor the impact of these changes over the 12-month period following ratification of the 2019-\_\_\_\_\_ Agreement and evaluate the pilot program at the end of that period.

## 6. **ARTICLE 6 – PART-TIME NURSES**

Modify Article 6, Section 6.13, subparagraph b), as follows:

- b) **Per Diem Nurse.** A per diem (unscheduled) nurse shall be called to work or scheduled in a manner consistent with the following conditions to maintain Per Diem status.

\* \* \*

None of these weeks can be taken in the three (3) four (4) week schedules over the summer as defined annually by the Hospital. Accordingly, a per diem nurse must be available for work ~~during the periods May 27, 2013 through September 2, 2013; May 26, 2014 through September 1, 2014; May 25, 2015 through September 7, 2015 and May 30, 2016 through September 5, 2016~~ from Memorial Day through Labor Day every year. This time off does not affect the available vacation shifts for regular full time and part time nurses. No more than one (1) per diem nurse per unit can be off the schedule at the same time unless approved by the Hospital. Float pool is considered a unit.

\* \* \*

- ! A Per Diem Nurse who ~~elects~~ is a covered participant in the Hospital's health insurance will ~~have his or her hourly wage adjusted to not be paid the per diem rate of pay, but will be paid in accordance with~~ Chart A – Staff Nurse Ranges – of ~~the contract~~ this Agreement.

An unscheduled nurse (casual or per diem) shall be required to maintain membership or pay a representation fee as set forth in Section 23 of this contract.

The Conference Committee may, on a regular basis, review issues of scheduling, utilization and competency of unscheduled nurses. Any necessary changes shall be by mutual agreement.

## 7. **ARTICLE 7 – HOLIDAYS**

Modify Article 7, Section 7.8, second paragraph, as follows:

A nurse who has accrued 31,200 seniority hours, an unscheduled nurse, or a nurse who has already worked four (4) of the six (6) days specified in Section 7.3, and who ~~volunteers or~~ is assigned to work a holiday, except in the case of a traded shift, shall be paid a fifty dollar (\$50.00) bonus for working a holiday shift. A nurse on-call would not be eligible for such bonus unless the nurse is actually called in to work. Only one (1) holiday bonus will be paid per holiday to an eligible nurse.

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8. **ARTICLE 10 – HEALTH PROGRAM**

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9. **ARTICLE 19 – DISCIPLINE AND TERMINATION OF EMPLOYMENT**

Modify Article 19, Section 19.4, as follows:

- 19.4 Introductory Period. Upon commencement of employment as an R.N., a nurse hired into the OR, ED, ICU, Critical Care Float Pool or Nursing Float Pool, or Maternal Child Health or Infusion Therapy shall serve an introductory period for the first six (6) months of employment. All other nurses shall serve an introductory period for the first ninety (90) calendar days of employment. During the introductory period the discipline and termination of employment provisions of Article 19, the grievance procedure of Article 21 and the just cause provisions of this Agreement do not apply to such nurse. Hospital shall give notice to the Association at the time a nurse's employment is terminated during the introductory period.

10. **ARTICLE 20 – PROMOTION**

Modify Article 20, Section 20.2, as follows:

- 20.2 Transfer Requirements. Nurses who have received a written warning and/or a suspension are not eligible to transfer unless the hiring manager approves the transfer. Nurses will become eligible to transfer to a different unit fourteen (14) months after the anniversary date of their current position, except in specialty units, where they become eligible after the following time periods:

11. **ARTICLE 29 – RELOCATION OF FUNCTION**

Delete Article 29 and renumber subsequent articles.

12. **ARTICLE 36 – DURATION AND RENEWAL**

Modify Article 36 to agreed upon duration.

13. Modify the contract to establish a Paid Time Off and short-term disability program for all new hires and provide for automatic conversion to the program for any current employee who exhausts his or her sick leave. In the alternative, reduce sick leave accruals for all current employees.

**Employer Counter to Union 3.**

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Modify Article 3, Section 3.6, as follows:

Nurses shall have at least twelve (12) hours off between assigned shifts. Nurses shall not be involuntarily scheduled more than seven (7) consecutive days of work. Nurses shall be assigned either day/evening, ~~or day/night, or evening/night~~ schedules except those hired to work a regular evening or night shift. Day shift positions may be created when required to meet patient care needs or when the addition of the straight day rotation does not negatively impact rotating staff. For shift rotation purposes only, the classification of a shift as day, evening or night shall be determined based upon when the majority of scheduled hours occur. It is recognized that the usual shift hours are as follows:

\* \* \*

#### **Employer Counter to Union 15**

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Modify Article 6, Section 6.13, as follows:

Intermittent Casual Status~~("Snowbird")~~: ~~"Snowbird" status is an intermittent casual status that exists to provide a category of casual nurse who may be unavailable for extended periods of time, for example, "Snowbirds" who are able to provide coverage during vacation in summer months but unavailable in winter months. In order to expand the pool of nurses available for vacation relief and to allow nurses to maintain the above casual status other than as described above, the posting process described in Article 20. PROMOTION, does not apply. Interested nurses must submit a written request to the nurse manager, which may or may not be granted in the manager's discretion. The Employer agrees to educate retiring nurses who meet the eligibility requirements regarding the availability of this position.~~

#### Eligibility

- A. Fully oriented and competent. Five (5) calendar years of service within the bargaining unit.
- B. A satisfactory work record.
- C. Maintains clinical and organizational competencies.
- D. In order to be eligible to resume working status, all required certifications must be current.

#### Annual Work Obligation

- A. Intermittent casual nurses must be available to work a minimum of 5 consecutive calendar months in a 12-month period.
- B. During the 5-month period, the nurse must work a minimum of 208 hours, if such hours are available.

~~C. Must be available from May 1 through September 30 and work a minimum of two hundred (200) hours. These hours include sixty-four (64) hours from Friday at 1500 until 0700 Monday ~~enfor~~ units that are open during weekends. Once your minimum work obligation of two hundred (200) hours is completed, your obligation has been fulfilled, even if this occurs before September 30.~~

~~D. If the nurse is not holiday exempt, she/he will be obligated to work every other July 4<sup>th</sup> or Christmas, if needed (depending on the 5-month block of availability). Holiday hours worked will be compensated as any other casual nurse. per Article 12, Holidays.~~

~~E. During the months that the nurse works, he/she shall follow the same scheduling process as other nurses. Must use the designated process for available shifts.~~

~~F. During non-working months, the nurse will be placed on an unpaid personal leave of absence, provided that all eligibility requirements are maintained.~~

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#### Employer Counter to Union 23.

Modify Article 11, first paragraph, as follows:

11. INSURANCE PROGRAM:

Eligible Nurses will be able to participate in Hospital's health, dental and life insurance plans on the first of the month following 30 days of employment. Coverage and eligibility are subject to the definitions, exclusions and other terms of the insurance policy and the normal rules and regulations of the insurance carrier. The Hospital shall have the right to change the insurance carrier provided no interruption or diminution of benefits is effected. The Balanced Plan will continue to be administered under the terms and conditions agreed upon in 2007. ~~Effective January 1, 2017 Registered Nurses will no longer be eligible to participate in Hospital's Aware Plan.~~

The remainder of the proposal is rejected.

#### Employer Counter to Union 27.

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Modify Article 15, Section 15.1(c), as follows:

- c) For critical illness or death in the immediate family (i.e. parents, brothers, sisters, sons, daughters, husband, wife, spouse's parents, grandparents, grandchildren, and spouse's grandparents).

#### Employer Counter to Union 29.

Modify Article 16, Section 16.2, as follows:

16.2 Education Development/Workshop. In the discretion of the Hospital, and ~~W~~with prior approval by the Department Director or Unit Manager, a full-time nurse or part-time nurse with a confirmed work agreement of .5 F.T.E. or above may use up to seven hundred and no/100<sup>th</sup> dollars (\$700.00) per year of the amount provided in Section 16.1 above for:

a) National certification including courses and the cost of the examination and recertification;

b) Programs, courses and workshops, including reference and learning materials, that enhance the nurse's clinical practice and/or skills;

c) Health care related programs for professional development.

d) Reimbursement for up to fifty percent (50%) of the travel expenses (excluding food and drink) actually incurred by an eligible nurse attending an approved educational workshop, course or program. To obtain reimbursement for above approved expenses, the nurse must complete a Travel Expense Report and submit appropriate receipts for all expenditures.

e) Professional memberships related to the nurse's position.

The remainder of the proposal is rejected.

#### **Employer Counter to Union 46.**

Modify Article 15, Section 15.2(e), as follows:

- e) A nurse on an injury or disability leave and receiving Worker's Compensation may agree to accept a temporary alternate position different from the nurse's previous position. Agreement to such alternate position shall not constitute a forfeiture of the nurse's right to return to her/his previous position as provided in Section 15.1~~(a)~~. All hours worked by a nurse in a temporary alternate employment position shall be considered compensated hours toward accrual of seniority as provided in Section 15.2(c). Benefits will be based on compensated hours of the nurse when working in the alternate employment position.



The remainder of the proposal is rejected.

**Employer Counter to Union 48.**

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Modify Article 10, Section 10.7, as follows:

10.7 Workplace Violence. The Hospital and the Association recognize the effects that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and ~~continued~~ health of staff, ~~who work in areas where violent events may occur,~~ the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will provide education on and reinforce its commitment to the ~~Hospital's~~ Workplace Violence Prevention Policy (Administration W-1) and Violent Threat (Duress) Policy (Emergency Plan: 9) ~~and will communicate its expectations to staff, patients and visitors.~~

The Hospital will evaluate and appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital campus.

Hospital ~~s~~Security will be ~~alerted and~~ engaged and alerted as appropriate to support and promote a safe work environment.

Nurses are encouraged to report all incidents of workplace violence. Following any incident of workplace violence, the nurse should initiate the Disruptive Person Protocol for immediate support. If the nurse needs immediate medical attention, he/she should seek medical care through the Emergency Department or Occupational Health. When it is safe to do so, the nurse should report the incident to Hospital Management. The nurse, Management, and Security will coordinate completion of an Incident Report and implementation of any post-incident protocols. If the nurse has sustained a physical or emotional injury, he/she must also complete an Accident Report. and to contact the Employee Occupational Health Department following any incident of workplace violence. Employee Occupational Health will contact the nurse's leader to coordinate the implementation of post-incident protocols. Employee Occupational Health-The Human Resources Department will facilitate support and resources for the affected employee(s) such as the Employee Health Clinic Occupational

Health, the Employee Assistance Program, or other and stress management resources.

A nurse who has experienced workplace violence will be given the opportunity to ~~be free from duty without loss of pay for the remainder of that shift~~ seek medical care through the Emergency Department or Employee Occupational Health during that shift. If the health care provider certifies that the nurse is not able to complete the shift, the shift will be paid. If additional time away off is needed, ~~the Employee Occupational Health Department Human Resources~~ will explore options with the nurse via programs and resources and offerings ~~available~~ such as ~~paid administrative~~ leave and assistance with the Workers' Compensation process.

Upon receipt of verifiable medical certification confirming ~~physical or emotional injury necessitating the need for~~ additional time off beyond the day of the incident, the Hospital may agree to grant the nurse up to three (3) consecutive calendar days off without loss of pay immediately following the date of the incident, ~~in the form of paid administrative leave. Furthermore, the incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. However, if a report is made more than three days after the event (but in no event later than ten days) administrative leave may be provided retroactively.~~

A nurse who has experienced violence that was committed by a patient, that patient's family, or that patient's visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse or in the case of emergency, unless the nurse's care is vital to ensuring the patient's need for care is met.

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). The intent of the debrief is to create a safe space for staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible (and reasonable effort will be made to have this debrief in 72 hours) after report of the event has been received.

Reported incidents of violence will be reviewed monthly in 2019 and regularly thereafter by the Labor Management Violence Prevention Committee or its delegate. ~~The Labor Management Committee will review trends and through mutual agreement make recommendations for change. Information, including trends and action plans, will be made available to the Labor Management~~

Committee. Mutually agreed upon recommendations from the Labor Management Committee will be provided to the Violence Prevention Committee.

The Employer reserves the right to add to, delete or modify proposals during the course of negotiations. The withdrawal of any proposal herein or hereafter made shall be without prejudice to the Employer's position on the proposal. The Employer's negotiators have the authority to enter into tentative agreements, but all tentative agreements are subject to the approval of the Employer.