



Minnesota Nurses Association

Proposal to

Essentia Health – Duluth/Superior

2019 Contract Negotiations

June 5, 2019

10:00 a.m.

MINNESOTA NURSES ASSOCIATION
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Union Proposal 1

ARTICLE 3. HOURS AND SCHEDULING

NOTE: Refer to the Labor Management Agreements for Superior RN Hours ~~and Superior LPN Hours~~.

Section 1. Hours: The basic work period shall be eighty (80) hours, to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular workday will be eight (8) hours. The full-time nurse shall be given two (2) consecutive days off.
Clinical Data Analysts' normal workweek shall be forty (40) hours per week.

Nurses earn benefit hours on an hour-for-hour basis for all hours worked and all compensated time off, including overtime hours, up to a maximum of eighty (80) hours per pay period or two thousand eighty (2,080) hours per year.

A nurse shall be entitled to one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she/he will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half ($\frac{1}{2}$) hour and, if a nurse does not receive a meal break, she/he will be paid for the additional one-half ($\frac{1}{2}$) hour. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. Each unit will be accountable for the development of a break plan; this will include what constitutes a break and coverage available for nurses to receive breaks.

After any unit/station demonstrates a pattern for three (3) months of RNs not receiving appropriate meal and rest breaks, this shall trigger a review by the Hospital Labor/Management group to review appropriate numbers of RNs assigned to the shift.

The following Missed Breaks Process shall be put into effect by Management:

1. Managers of each department are responsible for ensuring that nurses are relieved from duty for a 15-minute rest period for every four hours of work and for a 30-minute meal break each shift. In no case shall such mechanism result in a violation of the staffing levels provided for in the department or unit's nursing grid. The intent of rest periods is they are reasonably close to the middle of a four-hour block or work and the intent of meal periods is they are reasonably close to the middle of a shift, unless a nurse desires a different time. Mechanisms available to management to assure breaks may include, but not be limited to, utilizing break nurses.
2. The RN shall record a missed meal or rest break by making either an appropriate electronic entry or using a variance form. Management approval shall not be required in order for a nurse to record or be paid for a missed meal or rest period.
3. Paychecks given to RNs will reflect payment for missed meal or rest breaks on a separate category on the paycheck.
4. In the rare case that a rest break is missed, the missed rest break shall be treated as hours worked and will be compensated at the rate of 15 minutes of double time.

5. In the rare case that a meal break is missed, the missed meal break shall be treated as hours worked and will be compensated at the rate of 30 minutes of double time.
6. Nurses will take breaks when they are afforded the opportunity to under their specific unit/department break plan, so long as doing would not jeopardize patient safety, as determined by the nurse's professional judgment.
7. Management will not tolerate any retaliation of any kind of a Nurse who requests relief to take a rest period or records a missed rest or meal period. Management will promptly investigate any accusation of retaliation against a RN for requesting relief or recording a missed break and take corrective action to ensure that retaliation does not reoccur. In accordance with principles of a culture of safety, in no case shall Management discipline or counsel a Nurse for recording a missed rest period, requesting relief, or incurring incidental overtime. If at any time during the investigation there is a need to speak with a nurse regarding retaliation for taking a break, the nurse shall have MNA representation for any and all conversations. There will be no use of electronic monitoring or surveillance to enforce break plans.
8. Management will track and provide MNA department-level data on missed meal and rest breaks on a monthly basis. The union and management shall review this data monthly. If a unit/department has more than 5% breaks missed the following steps will be initiated:
 - a. Break nurses will be assigned to this unit so nurses can be relieved for their 15 rest minute breaks and their 30 minute meal break.
 - b. A grid review will be automatically initiated within thirty (30) days to evaluate the break plans
 - c. A new break plan shall be implemented immediately to ensure nurses receive their breaks.
9. Additional staff resources provided to any shift shall not result in the reduction of support staff levels or the reduction of staffing on other shifts.

A nurse will not be permitted to work more than one hundred twenty (120) hours (excludes call hours) in a pay period. A nurse will not be permitted to work more than three (3) consecutive shifts of sixteen (16) hours. A nurse will not be permitted to pick up additional shifts if the number of consecutive worked hours exceeds sixteen (16) hours in a twenty-four (24) hour period. A nurse must fulfill her/his posted schedule and, along with the unit manager, is expected to monitor her/his hours worked in order to comply with the described limitations.

Section 2. Overtime: If a nurse is required to work more than eighty (80) hours in two (2) weeks or more than eight (8) hours in one (1) day, she/he shall be paid at one and one-half (1½) times her/his regular rate of pay for all time in excess of eighty (80) hours in two (2) weeks or eight (8) hours in one (1) day. Incidental overtime of less than eight (8) minutes will not be compensated.

Clinical Data Analysts shall be paid time and one-half (1½) her/his regular rate of pay for all hours worked in excess of forty (40) hours per week, rather than the eight (8) and eighty (80) overtime provision above.

A nurse shall not be disciplined for refusing to work overtime.
Holiday and vacation hours shall be considered as hours of work for overtime purposes.

Overtime payments shall not be duplicated for hours worked in excess of eight (8) hours in a day and in excess of eighty (80) hours in a pay period.

Premium pay will not replace overtime pay, and overtime pay will not replace premium pay.

Overtime may be restricted if there is a demonstrated connection between overtime work and use of sick leave. Additionally, overtime may be restricted if there is a documented connection between overtime work and the ability to carry a full assignment (productivity).

Overtime will not be used in place of hiring staff when there is a demonstrated need for additional scheduled staff.

Section 3. Weekend Differential Pay: A nurse shall receive premium pay at the rate of one dollar and twenty-five cents (\$1.25) per hour for each hour worked during the period of seven (7) consecutive shifts commencing on 2300 Friday to 0730 Monday. Nurses regularly scheduled to work every Friday night shift or every Sunday night shift and not required to work other weekend shifts shall not be eligible for weekend premium pay on that Friday night or Sunday night shift.

A Clinical Data Analyst may work weekend hours at the nurse's request without being paid weekend differential.

Section 4. Extra Shift BonusWeekend Bonus: ~~The Employer will schedule the nurses alternate weekends (Saturday and Sunday) off, except when the giving of such weekends off will have the effect of depriving patients of needed nursing care.~~ Full-time and regularly scheduled part-time nurses working ~~more above their scheduled FTE weekend shifts than scheduled or any weekend shift worked by nurses who are not regularly scheduled to work weekends~~ shall receive fifteen dollars (\$15.00) per hour ~~twelve dollars and fifty cents (\$12.50) per hour~~ for all additional ~~weekend~~ hours worked. **Effective January 1, 2019, this bonus will increase to fifteen dollars (\$15.00) per hour.** The provision of this section shall apply to shifts worked between 1500 Friday and 0730 Monday.

~~Weekend bonus shall not apply if the working of the additional weekend shift is at the request of the nurse.~~

~~Nurses regularly scheduled to work every Sunday night shift shall not be eligible for the weekend bonus on that Sunday night shift. Nurses regularly scheduled to work every Friday evening or night shift shall not be eligible for the weekend bonus on that Friday evening or night shift.~~

~~The weekend bonus~~ The extra shift bonus shall not apply when nurses trade shifts or call, split ~~weekend~~ shifts or call for their own purposes, or for nurse-to-nurse telephone consultation on non-scheduled- shifts weekends.

~~A Clinical Data Analyst may work weekend hours at the nurse's request without being paid weekend bonus.~~

Section 5. Position/Shift Rotation/Weekend Rotation: At SMDC Medical Center (Miller-Dwan) and St. Mary's Hospital Superior, positions are day/evening, day/night, straight evenings, or straight nights. No nurse shall be required to work more than two (2) different shifts. Any variation from these positions will be in accordance with a confirmed business need and will avoid any disruptive impact or alterations in the scheduling of hours, shifts, holidays, vacations, or weekends of other nurses.

At St. Mary's Medical Center, positions will be either day/evening or day/night. Nurses may request to work straight evenings or straight nights. Any variation from these positions will be in accordance with a confirmed business need and will avoid any disruptive impact or alterations in the scheduling of hours, shifts, holidays, vacations, or weekends of other nurses.

If a temporary or permanent alteration in shift rotation or usual weekend is needed on a unit, the Employer shall afford nurses on the affected unit an opportunity to voluntarily accept a different shift or weekend rotation. If there are insufficient volunteers, the least senior nurse(s) on the affected unit shall be reassigned. Any nurse whose shift rotation or usual weekend is involuntarily changed shall be reassigned to the original shift or weekend, when available if the nurse so chooses.

A nurse who is assigned a day/evening or a day/night shift shall not be assigned the evening or night shift prior to the nurse's weekend off unless the nurse agrees. In order to effect this schedule, the Employer shall be able to schedule such nurse with less than twelve (12) hours off between shifts on days prior to scheduled weekends off or may schedule the nurse non-consecutive days off during the week.

Staff nurses rotating day/evening shifts shall share equitably in the distribution of off shifts and start times.

Staff nurses rotating day/night shifts shall share equitably in the distribution of off shifts and start times.

Staff nurses on units with straight shifts with variable start times shall share equitably in the distribution of start times.

An Assistant Head Nurse (AHN) shall share distribution of off shifts and weekends as follows:

- If the AHN works on a unit which is open on weekends, the AHN shall be scheduled two (2) full weekends per four (4) week schedule or a weekend distribution that is consistent with the unit's scheduling of weekends.
- The AHN shall share in the holiday rotation unless holiday exempt.

The Employer shall provide twelve (12) hours between a nurse's scheduled shifts. However, nurses may request a schedule that provides for less than twelve (12) hours off between scheduled shifts.

There will be no split shifts. Nurses shall not be scheduled for more than seven (7) consecutive days of work without the nurse's consent.

Nurses will not be involuntarily scheduled to work over a three (3) month or greater period, a repetitive pattern of single shifts on and off (e.g., day on, day off, day on, day off; or day on, night on, off).

Exceptions to the general pattern of scheduling may be made by agreement between the Employer and the nurse concerned or in cases of emergency or unavoidable situations where the application of these general patterns would have the effect of depriving patients of safe nursing care.

Section 6. Additional Shifts: Nurses who wish to be available for additional shifts will use the established process at their facility. Reasonable attempts will be made to reach the appropriate nurse for the need.

A nurse reporting for an unscheduled full shift within one (1) hour after being called when such call was made within one (1) hour of the shift start time shall be compensated for the entire shift.

A nurse who reports to work after being called in shall be guaranteed four (4) hours of work or be paid for at least four (4) hours at the applicable rate, whether worked or not.

Section 7. FTE Changes: It is in the interest of the Employer and the Association to honor work agreements and make adjustments to these work agreements where appropriate.

Reasonable effort will be made to grant temporary or permanent increases or decreases in hours upon request of the nurse.

Section 8. FTE Creep:

1. A regularly scheduled part-time nurse who is scheduled for or consistently works additional shifts beyond those in her/his confirmed work agreement within her/his specified unit(s) and shift rotation may, after six (6) months, request that the average number of additional shifts worked in the preceding six (6) months be added to her/his confirmed work agreement. Each Float Pool will be considered as a specified nursing unit.
2. In assessing the nurse's request, the Employer shall compare the nurse's shifts per payroll period with factors such as number of concurrent leaves of absence, acuity/census trends, and viability of resultant unfilled shifts/positions. Once these factors have been considered, the Employer shall decide whether to modify the nurse's confirmed work agreement. However, no FTE greater than 1.0 shall be permitted.
3. If the nurse's request to modify her/his work agreement based on the preceding six (6) months' review is not granted under paragraph 2 above, the nurse may renew the request after three (3) additional months. If the data for the three (3) months immediately preceding the nurse's renewed request shows that the nurse has continued to be scheduled for or has consistently worked additional shifts beyond her/his confirmed work agreement within the nurse's specified unit(s) and shift rotation, the nurse's request shall be granted unless the Employer can objectively demonstrate that the additional shifts were due to concurrent leaves that cannot reasonably be expected to recur and/or were due to temporary, short-term census surge(s). The earliest that a renewed request under this paragraph may be submitted is three (3) months' after the effective date of

this Agreement. This paragraph 3 shall remain in full force and effect through June 30, ~~2022~~2019 and shall sunset on that date unless renewed by mutual agreement.

This FTE increase shall not be posted and Article 29, Posting of Positions, shall not apply.

Section 9. Operating Room Start Times: SMMC operating room shifts shall start between 0630 and 0830; 1000 for the day shift; 1500 for the relief shift; and 2300 for the night shift. SMDCMC operating room shifts shall start at 0700 and 0900.

The Employer may change or add shift start times in these departments only to meet patient needs or by agreement between the nurse and the Medical Center.

The Employer will notify and discuss with the Association any prospective changes and/or additions in the current shift schedules. The Association will, based on these patient needs, consent to these prospective changes and/or additions, and this consent will not be unreasonably withheld.

Union Proposal 2

ARTICLE 4. FLEXIBLE / ALTERNATIVE WORK SCHEDULE

Section 1. Schedules in Excess of Eight Hours: The Employer and an individual nurse may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Such work schedules shall be subject to the following conditions:

A nurse shall have the opportunity to review the flexible work schedule prior to volunteering for such schedule. The Employer shall retain written documentation that a nurse has agreed to a flexible work schedule.

A nurse electing to work a flexible schedule may revoke such election by providing the Employer a minimum of six (6) weeks written notice prior to the beginning of the affected scheduling period.

~~The Employer may discontinue the flexible schedule of a nurse by providing a minimum of six (6) weeks written notice prior to the beginning of the affected scheduling period.~~

The Employer will make a reasonable effort to return a nurse who is no longer working a flexible schedule to the shift rotation previously held by such nurse; however, restoration to the previous shift rotation is not guaranteed. The nurse will maintain a position of like status and pay.

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 provision set forth in Article 3, Hours and Scheduling, Section 1, Hours.

A nurse working in excess of her/his scheduled workday 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 workday shall be paid at the rate of double time (2x).

Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 1500.

Nurses working shifts in excess of eight (8) hours per day shall not be scheduled more than four (4) consecutive shifts without mutual agreement.

Vacation and sick leave shall be accrued at a rate proportionate to that specified in Article 14, Vacation, and Article 17, Sick Leave, for nurses who are not working flexible schedules. Vacation and sick pay will be paid for the total scheduled hours used, if available, and shall be deducted from the appropriate bank on an hour-for-hour basis. Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule. In no event will the occurrence of a holiday, paid sick leave, or vacation have the effect of diminishing the number of hours normally scheduled or paid to a nurse in a payroll period.

There shall be no discrimination by the Employer against any nurse because she/he declines to volunteer for flexible work schedules or because she/he revokes a prior election. In establishing a flexible schedule, the Employer will avoid any disruptive impact or alterations in the scheduling of hours, shifts, holidays, vacations, or weekends for a nurse who is not on a flexible schedule,

as flexible schedules are to be a supplement to, and not a replacement for, the basic eight (8) and eighty (80) patterns.

Flexible schedules shall not be posted under the provisions of Article 29, Posting of Positions, but shall be posted as eight (8) hour shifts, with a possible option for flexible schedules.

Section 2. Alternative 12-Hour Weekend Schedules: The Employer may establish flexible scheduling plans providing work schedules consisting of two (2) twelve (12) hour shifts every weekend. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being granted an alternative weekend schedule. Schedules established under this Section shall be subject to the following conditions:

Unless modified by this Subsection, the provisions of the Section addressing flexible work schedules shall be applicable to the alternative weekend schedules.

Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 1900 Friday and 0700 Monday.

A nurse electing this alternative weekend schedule will be scheduled to work two (2) twelve (12) hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. The nurse will receive thirty-six (36) hours of pay at the nurse's regular rate of pay for the twenty-four (24) hours of work.

A nurse working two (2) twelve (12) hour weekend shifts on an alternative weekend schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually-provided benefits, including pension and seniority. A nurse will receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work, to a maximum of eighty (80) hours per payroll period.

For purposes of Article 34, Temporary Staffing Adjustment / Low-Need Days, a nurse working an alternative weekend schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take voluntary time off (VTO) for a portion of her/his scheduled twelve (12) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with Article 34, Temporary Staffing Adjustment / Low-Need Days, will be given one and one-half (1½) hours credit toward benefits for all VTO hours.

Vacation and sick leave used shall be paid and deducted from the nurse's accumulated vacation and sick leave balances at the same rate as it is accrued. For example, a nurse will receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as vacation or sick leave and the nurse's balance of vacation or sick time will be decreased by eighteen (18) hours for each twelve (12) hour weekend shift.

A nurse electing an alternative weekend schedule will be scheduled to work on each holiday that falls on a weekend.

Holiday pay shall be based on the number of hours regularly scheduled under the alternative weekend program, and the nurse shall receive eighteen (18) hours of holiday pay for each twelve (12) hour shift worked.

Article 3, Hours and Scheduling, Section 4, Weekend Bonus; Article 3, Hours and Scheduling, Section 3, Weekend Differential Pay; Article 6, Salary, Section 5, Shift Differential, shall not apply to the two (2) twelve (12) hour shifts for which a nurse is normally scheduled, but will apply to any additional weekend shifts a nurse agrees to work.

The basic workweek for such nurses shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. In determining eligibility for overtime, a nurse will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked. A nurse working in excess of her/his scheduled workday 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 workday shall be paid at the rate of double time (2x).

Nurses working an alternative weekend schedule may elect permanent assignment to the night shift. Other nurses electing to work twelve (12) hour shifts under this and other flexible schedules shall share the remaining night shifts proportionately.

A nurse may revoke an alternative schedule by providing the Employer a minimum of six (6) weeks written notice prior to the beginning of the affected scheduling period.

The Employer may discontinue the alternative schedule by providing a minimum of six (6) weeks written notice prior to the beginning of the affected scheduling period.

Such nurse shall be entitled to apply for an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the alternative weekend schedule.

If the program is discontinued at the conclusion of a pilot or trial period of specified length, not to exceed six (6) months, the nurse shall be returned to the position she/he held prior to the pilot period. In addition, any nurse revoking consent to an alternative weekend schedule within six (6) months of the date the program was first implemented on the nurse's unit will be returned to the position she/he held prior to the alternative schedule. If Alternative Weekend Schedules are otherwise discontinued, the nurse, in a manner consistent with Article 34, Temporary Staffing Adjustment / Low-Need Days, shall be offered vacant or new registered nurse positions within the Medical Center which have an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program for which the nurse is reasonably qualified.

A nurse working an alternative weekend schedule may, with Employer approval, trade hours with a nurse who is not on an alternative weekend schedule. Each nurse involved in the trade will be paid at that nurse's regular rate of pay, excluding the alternative weekend schedule premium, and in accordance with that nurse's standard for overtime eligibility. A nurse on an alternative weekend schedule who trades hours with another nurse who is scheduled to work a twelve (12) hour shift between 1900 Friday and 0700 Monday shall continue to receive pay as set forth in this Section. Any nurse who agrees to work a scheduled shift for a nurse on an alternative weekend schedule shall be paid at the rate of pay the nurse would otherwise receive for weekend work.

Positions for alternative weekend schedules shall be posted as provided in Article 29, Posting of Positions.

Unless modified by this Section, the provisions of the Contract shall be applicable to alternative eight (8) hour weekend schedules.

Section 3. Alternative Eight-Hour Every Weekend Schedules: The Employer may post flexible scheduling plans providing work schedules consisting of two (2) eight (8) hour shifts every weekend. Such nurse may agree to work additional shifts, but this agreement shall not be a condition of being granted an alternative weekend schedule.

Schedules established under this Section 3 shall be subject to the following conditions:

- Positions for alternative weekend schedules shall be posted as provided in Article 29, Posting of Positions.
- A nurse accepting such position shall be entitled to weekend bonus for weekend shifts worked in excess of two (2) weekend shifts in a two (2) week pay period. Such weekend bonus is addressed under Article 3, Hours and Scheduling, Section 4, Weekend Bonus.

Unless modified by this Section, the provisions of the contract shall be applicable to alternative eight (8) hour weekend schedules.

~~Section 4. Schedules Less than Eight Hours: Following the completion of the initial staffing plan / grid review set forth in the Letter of Understanding, "Development of Staffing Plans / Grids," dated September 10, 2010, and the filling of positions which may have been added pursuant to that process or if the parties agree as part of the process, the Employer may establish work schedules providing for work shifts of less than eight (8) hours, but not less than four (4) hours per day.~~

~~These shifts shall be utilized exclusively in Surgical Areas (excluding 24-Hour Care Unit), the Emergency Department, Cath Lab, and Special Procedures only to meet business needs. The term "business needs" means a documented need for additional staff during specific hours which has existed for no less than six (6) months and which cannot be met by staffing regularly scheduled nurses for shifts of eight (8) or more hours. The Employer will notify the Association prior to posting such positions.~~

~~Such work schedules shall be subject to the following conditions:~~

- ~~• In establishing a flexible schedule pursuant to this section, the Employer will avoid any disruptive impact or alterations in the scheduling of hours, shifts, holidays, vacations, or weekends for a nurse who is not on a flexible schedule of less than eight (8) hours.~~
- ~~• Shall be used as a supplement to, and not a replacement for, shifts that are eight (8) or more hours in length.~~
- ~~• Shall not be used in combination with shifts that are eight (8) or more hours in length Monday-Friday.~~
- ~~• If the position has a weekend and/or holiday obligation, the position shall share in the off-shift rotations and start times with nurses regularly scheduled eight (8) hour shifts on such weekends and holidays and shall be a benefit-eligible position.~~

~~Shift differential shall be paid for all hours between 7:00 p.m. and 5:30 a.m. or for any shift beginning at or after 3:00 p.m. Shift differential shall be paid for the entire shift where the majority of the hours worked occur after 3:00 p.m.~~

~~If a nurse is required to work more than forty (40) hours in a week or beyond the nurse's scheduled shift, she/he shall be paid at one and one-half (1½) times her/his regular rate of pay for all time in excess of forty (40) hours a week or beyond the nurse's scheduled shift. Incidental overtime of less than eight (8) minutes will not be compensated.~~

~~If benefit eligible, vacation and sick leave shall be accrued at a rate proportionate to that specified in Article 14, "Vacation," and Article 17, "Sick Leave," for nurses who are not working flexible schedules. Vacation and sick pay will be paid for the total scheduled hours used, if available, and shall be deducted from the appropriate bank on an hour-for-hour basis. Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule. In no event will the occurrence of a holiday, paid sick leave, or vacation have the effect of diminishing the number of hours normally scheduled or paid to a nurse in a payroll period.~~

~~Schedules less than eight (8) hours shall be posted under the provisions of Article 29, "Posting of Positions," and shall specify the length of shift for the position.~~

Any nurse currently scheduled to shifts of less than eight hours shall continue their current scheduling pattern until the nurse elects to increase their hours of work or separates from Essentia Health.

Union Proposal 3

ARTICLE 5. TIME SCHEDULE

Section 1: The permanent four (4) week work schedule will be posted no later than:

- ten (10) days in advance at St. Mary's Medical Center and SMHS Superior;
- fourteen (14) days in advance at SMDC Medical Center (Miller-Dwan).

Section 2: Scheduling requests may be granted, provided a balanced schedule is maintained. Requests must be submitted in writing according to established guidelines at each facility. Once the schedule is posted, there shall be no changes made to the schedule unless by mutual agreement between the Employer and the nurse.

Section 3: The Employer shall not reduce or change hours from the posted schedule solely for the purpose of avoiding the payment of overtime.

Section 4: The Employer agrees there will be no split shifts unless it is mutually agreeable to both the nurse and the Employer.

Union Proposal 4

ARTICLE 6. SALARY

Section 1. Salary Charts: The Salary Charts reflecting the base hourly rates of pay for staff nurses are found on Page 120 of this collective bargaining agreement. Assistant Head Nurses shall be paid an additional two dollars and twenty-five cents (\$2.25) per hour above the corresponding staff nurse step as found on Page 121 and shall be their base rate of pay.

A.

- ~~Effective July 1, 2019 2016, all staff nurse base hourly rates of pay shall increase two percent (2%). Seven percent (7%).~~
- ~~Effective July 1, 2020 2017, all staff nurse base hourly rates of pay shall increase two percent (2%). Seven percent (7%)~~
- Effective July 1, 2021 2018, all staff nurse base hourly rates of pay shall increase two percent (2%). Seven percent (7%)

B. Nurses shall be paid at the hourly rate set forth in this Agreement. Nurses shall receive salary increments on the basis of credit for one (1) year of service for each two thousand eighty (2,080) credited hours.

C. Upon hire, a nurse with prior registered nurse experience will have such experience evaluated for placement at the appropriate salary increment level.

Section 2. Classification Change: A nurse shall stay at the same step and maintain credit for increment hours when moving from one salary chart to another.

Section 3. Baccalaureate Pay: A nurse who has received a Baccalaureate Degree in Nursing shall be paid an additional ~~one dollar and fifty cents (1.50) per hour~~ fifty cents (50¢) per hour. To receive Baccalaureate pay, the nurse shall furnish proof of such degree.

Those SMDC Medical Center (Miller-Dwan) nurses receiving Baccalaureate pay for a bachelor's degree in Health Science or other bachelor's degree on June 17, 1990, shall continue to receive such Baccalaureate pay. This "grandfathered / grandmothered" status shall continue until the nurse has a break in service, at which time this benefit shall cease for that nurse.

Section 4. Certification Pay: A nurse who has received certification by examination from a professional national nursing specialty organization and who works in the field of such certified specialty will be paid an additional fifty cents (50¢) per hour. No nurse shall receive pay for more than one (1) certification. However, effective January 1, 2017, a nurse holding a second certification shall receive a certification bonus each calendar year, paid in December, in the gross amount of \$250.00. No pay or bonus shall apply for certifications beyond two.

To receive certification pay, the nurse shall furnish proof of certification, including date of expiration. The certification pay shall expire on the expiration date unless the nurse furnishes proof of renewal.

The parties agree that any additional certifications will be mutually agreed upon and the following criteria will be used as a guide for approval.

1. Awarded by examination.
2. Recognized by a reputable national nursing specialty organization.
3. Applicable to the practice of nursing in a hospital, homecare or ambulatory setting.
4. Renewable by examination or specified education hours.

There will be an annual review of all certifications in LMC to update the approved list. The Parties agree that the approved certifications as currently held by any MNA RN working at St. Mary's Hospital, Superior and St. Mary's Medical Center, Duluth and SMDC Medical Center (Miller-Dwan) will be reviewed and a mutually agreed upon process will be developed to identify either by unit or community a master list for Registered Nurses and the Employer, that will be recognized for benefit of Certification pay.

Section 5. Shift Differential: A nurse working a specified shift shall receive the following hourly shift differential:

- ~~Evening rotator — \$1.75 (when working the evening shift)~~
- ~~Night rotator — \$2.50 (when working the night shift)~~
- ~~Straight evenings — \$1.75 (when working permanent evening shift)~~
- ~~Straight nights — \$3.00 (when working permanent night shift)~~

~~The following shift differentials will become effective January 1, 2019:~~

- Evening rotator \$2.00 (when working the evening shift)
- Night rotator \$2.75 (when working the night shift)
- Straight evenings ~~\$2.25~~ \$2.50 (when working permanent evening shift)
- Straight nights \$3.25 (when working permanent night shift)

Nurses who work a rotating schedule shall receive two dollars (\$2.00) per hour when working the evening shift and two dollars and seventy-five cents (\$2.75) per hour when working the night shift.

~~Nurses who work a rotating schedule shall receive one dollar and seventy-five cents (\$1.75) per hour when working the evening shift and two dollars and fifty cents (\$2.50) per hour when working the night shift.~~

Nurses starting a shift between 1000 and 1100 will receive shift differential for hours worked after 1500.

Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 1500.

Such differential shall be paid in accordance with the federal wage and hour seven (7) minute rounding rule.

The appropriate shift differential shall be included in the pay for all compensated hours for those nurses permanently assigned to an off shift (straight evenings, straight nights, or evening-night rotation).

Section 6. Float ~~Pool Differential~~ Differential: For scheduled nurses who have a confirmed FTE of 0.6 or above:

- A. After completion ~~of orientation of two thousand eighty (2,080) hours in the float pool,~~ nurses will receive an additional fifty cents (50¢) per hour for all hours worked outside the nurse's home unit. This language shall apply to float pool nurses also. (excluding sick leave hours).
- B. After completion of two thousand eighty (2,080) hours ~~four thousand one hundred sixty (4,160) hours~~ in the float pool, nurses will receive an additional fifty cents (50¢) per hour for all hours worked (excluding sick leave hours), for a total of one dollar (\$1.00) per hour.
- C. After completion of four thousand one hundred sixty (4,160) hours ~~six thousand two hundred forty (6,240) hours~~ in the float pool, nurses will receive an additional fifty cents (50¢) per hour for all hours worked (excluding sick leave hours), for a total of one dollar and fifty cents (\$1.50) per hour.

Nurses who are already in the float pool will receive credit toward this incentive for hours already worked.

Section 7. Preceptor Pay: Nurses who are designated as preceptors, upon initiation of a formalized preceptor program, shall receive preceptor pay of one dollar (\$1.00) per hour for all hours spent in precepting bargaining unit nurses.

Section 8. Longevity Bonus: This bonus is available to staff nurses and assistant head nurses who meet the bargaining unit years of service requirements described below and have a confirmed FTE of 0.6 or above on July 1 of each year. Such bonus shall be paid to the nurse on or before August 1 of each year.

- A. A nurse with fifteen (15) through nineteen (19) calendar years of service on July 1 shall receive a bonus payment according to the following formula: FTE times the total full continuous calendar years of bargaining unit service times ten dollars (\$10.00).
- B. A nurse with twenty (20) or more calendar years of service on July 1 shall receive a bonus payment calculated as a percentage of the nurse's preceding calendar year's gross earnings as follows:
 - 1. Twenty (20) through twenty-four (24) calendar years of service: 2.50%, up to a maximum bonus of fifteen hundred dollars (\$1,500.00).
 - 2. Twenty-five (25) through twenty-nine (29) calendar years of service: 3.25%, up to a maximum bonus of two thousand dollars (\$2,000.00).

3. Thirty (30) through thirty-four (34) calendar years of service: 4%, up to a maximum bonus of twenty-five hundred dollars (\$2,500.00).
4. Thirty-five (35) through thirty-nine (39) calendar years of service: 4.75%, up to a maximum bonus of three thousand dollars (\$3,000.00).
5. Forty (40) or more calendar years of service: 5.5%, up to a maximum bonus of thirty-five hundred dollars (\$3,500.00).

Effective January 1, 2019, the longevity bonus will be effective as follows:

Longevity Bonus: This bonus is available to staff nurses and assistant head nurses who meet the bargaining unit years of service requirements described below and have a confirmed FTE of 0.6 or above on July 1 of each year. Such bonus shall be paid to the nurse on or before August 1 of each year.

- A. A nurse with fifteen (15) through nineteen (19) calendar years of service on July 1 shall receive a bonus payment according to the following formula: FTE times the total full continuous calendar years of bargaining unit service times fifty dollars (\$50.00).
- B. A nurse with twenty (20) or more calendar years of service on July 1 shall receive a bonus payment calculated as a percentage of the nurse's preceding calendar year's gross earnings as follows:
 1. Twenty (20) through twenty-four (24) calendar years of service: 2.50%, up to a maximum bonus of two thousand dollars (\$2000.00).
 2. Twenty-five (25) through twenty-nine (29) calendar years of service: 3.25%, up to a maximum bonus of two thousand five hundred dollars (\$2500.00).
 3. Thirty (30) through thirty-four (34) calendar years of service: 4%, up to a maximum bonus of three thousand dollars (\$3000.00).
 4. Thirty-five (35) through thirty-nine (39) calendar years of service: 4.75%, up to a maximum bonus of three thousand five hundred dollars (\$3500.00).
 5. Forty (40) or more calendar years of service: 5.5%, up to a maximum bonus of four thousand dollars (\$4000.00).

Section 9. Temporary Supervisory Position: A staff nurse or assistant head nurse who temporarily assumes the position or performs the duties (excluding delivery of discipline to a nurse on the same unit as assigned) of a nurse manager or other supervisory position shall not accrue seniority for time worked in the temporary position, shall not be assigned to such temporary position for more than twelve (12) months, and upon completion of the temporary position, the nurse will be returned to the position the nurse held at the time the nurse accepted the temporary supervisor position. Upon returning to the bargaining unit, the nurse will be placed at the appropriate level of the wage scale, based on the nurse's then applicable seniority accrual and wage increment hours.

Section 10. Charge Nurse Pay:

- a. A SMDCMC staff nurse who has a confirmed work agreement of Charge Nurse shall receive an additional fifty cents (50¢) per hour for all compensated time.
- b. Effective the first pay period immediately following July 1, 2017, nurses assigned by the Employer to work in the capacity of Charge Nurse will receive an additional fifty cents (\$0.50) per hour for hours worked as a Charge Nurse on that shift. Assistant Head Nurses are not eligible to receive charge pay.

Section 11. Business Travel: Nurses may use the company vehicle for business/travel use, if available.

When a nurse is required to use her/his own vehicle for patient home visits or other Employer business, mileage for the use of the nurse's vehicle will be reimbursed in accordance with Employer policy HR0025, effective 01/09, in an amount not less than the IRS published rates in effect. Such nurse shall, at her/his own expense, obtain and maintain vehicle insurance. The Employer will provide pagers and cellular phones, when required.

Nurses required to travel to another location for a meeting or training will receive travel time as paid work time.

Union Proposal 5

ARTICLE 8. CASUAL STATUS

A casual nurse is employed to supplement the full-time and regularly scheduled part-time nurses. A casual nurse is not regularly scheduled for any shifts, does not accrue benefits, and cannot simultaneously hold a regularly scheduled position within the bargaining unit.

Section 1. Bargaining Unit Nurse Requesting Casual Status: A nurse requesting to change status from regularly scheduled to casual will provide a written request to her/his manager within ninety (90) days after the nurse's last regularly scheduled shift. This provision includes nurses retiring. To be eligible for such position, the nurse must be currently oriented to the area and possess a satisfactory work record. ~~The manager will determine if a casual position is needed and if the nurse is qualified.~~ Under these circumstances, the casual position may be awarded without posting in accordance with Article 29, Posting of Positions. Section 2. Requirements to Maintain Casual Status: A nurse is required to work two (2) shifts per four (4) week schedule.

- A. These shifts must be at the request of the Employer through established processes (e.g., sign up in staffing or respond to a telephone call).
 - 1. On units that are open on weekends, one (1) shift must be a weekend shift. For purposes of this Article, the weekend is defined as 1500 Friday to 0700 Monday.
 - 2. One (1) shift must be an evening or night shift.
 - 3. Working an evening or night shift on a weekend satisfies both shift and weekend requirements for one (1) Employer-requested shift.
 - 4. A nurse filling two (2) four (4) hour help needs will fulfill one (1) shift requirement.
- B. Casual nurses who take call shall not have call hours count toward shift requirements. Callback hours paid equal to or greater than eight (8) hours in a four (4) week schedule count as meeting a shift requirement.
- C. On units where holidays are worked, casual nurses must work one (1) shift during the defined Christmas holiday every other year, if needed, unless holiday exempt.
- D. Casual nurses working at SMDC Medical Center (Miller-Dwan) shall be required to work three (3) shifts at the request of the Employer during the annual six (6) week holiday scheduling period.
- E. The above requirements do not apply to a casual nurse on an approved leave of absence. Variations from the above requirements may be made by mutual agreement of the LMC.

Section 3. Intermittent Casual Status ("Snowbird"): In order to expand the pool of nurses available for vacation relief and to allow nurses to maintain a casual status other than as described above, the posting process described in Article 29, Posting of Positions, does not apply. Interested nurses must submit a written request to the nurse manager.

The Employer agrees to educate retiring nurses who meet the eligibility requirements regarding the availability of this position.

Eligibility

- A. Five (5) calendar years of service within the bargaining unit.
- B. A satisfactory work record.
- C. Maintains clinical and organizational competencies.

Annual Work Obligation

- A. 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 on 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.
- B. If the nurse is not holiday exempt, she/he will be obligated to work every other July 4th, if needed. Holiday hours worked will be compensated per Article 12, Holidays.
- C. Must use the designated facility process for available shifts.

Section 4. Casual Nurse Benefits: Casual nurses shall receive credit toward salary increments on the basis of one (1) year of service for each two thousand eighty (2,080) hours worked.

A casual nurse shall not receive vacation, sick leave, personal holiday, or insurance benefits.

A nurse transferring to a casual position will be placed on the appropriate wage scale at her/his current step, including salary increment hours. A casual nurse will maintain seniority hours as defined in Article 33, Seniority.

A nurse transferring from regularly scheduled part-time or full-time to a casual status shall have her/his accrued sick leave frozen. Upon transfer, any accrued vacation and personal holiday shall be paid to the nurse at her/his current rate of pay, including straight shift differential. See Article 31, Change of Status.

A casual nurse who works more than four (4) weekend shifts in a scheduling period will be paid weekend bonus according to Article 3, Hours and Scheduling, Section 4, Weekend Bonus. Weekend bonus does not apply to snowbird casual nurses.

Section 5. Termination of Employment: A casual nurse who fails to fulfill the above requirements for the second time in a rolling calendar year will be considered to have voluntarily terminated her/his employment.

Union Proposal 6

ARTICLE 10. ORIENTATION

The Employer and the Association agree that a planned orientation utilizing assigned preceptors shall be provided to all nurses newly hired into a unit or department. The purpose of orientation is to ensure the competence (skills, knowledge, and ability) of nurses to provide safe, quality patient care. Orientation shall be specified in writing. Such orientation shall be based on the requirements of the position, unit-specific competencies, and shall be individualized to meet the nurse's experience and identified needs assessment.

Preceptor patient care assignments may be reduced during the orientation period. Day-to-day adjustment of preceptor and orientee assignments may occur through collaboration between the preceptor and manager or designee. These adjustments will be determined by the identified orientation needs. If the orientation plan, including the adjustment of the preceptor workload, is not met, the orientation period will be adjusted. ~~Ordinarily, orientees will not take patient assignments on the unit to which they are orienting unless a preceptor is assigned to that same patient assignment. However, as part of the orientation process, the nurse manager, orientee and preceptor may reach agreement that the orientee take a patient assignment, even as the preceptor takes an assignment as well. Ordinarily, orientees will not be floated to units outside the unit they are orienting to, unless a make-up orientation day is scheduled. The orientee and the nurse manager may mutually agree that no make-up orientation day(s) is necessary, however. An orientee will not be floated to a unit to which the nurse has not been oriented.~~

If a new hire fails to progress towards independent practice during orientation, a meeting will occur between the orientee, preceptor(s), and manager to identify and address barriers and develop a plan for progression. The nurse will be offered the opportunity to have an Association representative present at this meeting. Any extension of the orientation plan will be four (4) weeks, or less if mutually agreed upon between the nurse and the manager and shall not be interpreted as discipline. The orientee is accountable for the tasks and abilities in which she/he has demonstrated competence. Additionally, the orientee is expected to demonstrate competence as outlined by the development plan and job description. If the orientee fails to achieve the ability to practice independently by the end of the extended orientation period, as determined by the Employer, the Employer may elect to discontinue the nurse's employment and Article 38's provisions on Grievance and arbitration shall not apply.

A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies that are required in the charge nurse role.

Union Proposal 7

ARTICLE 12. HOLIDAYS

Section 1. Recognized Holidays: Seven (7) full holidays will be granted: New Year's Day, Easter Sunday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Such holidays will be observed according to the statutes of the State of Minnesota, except Christmas Day will consist of a ~~forty eight (48) hour thirty-two (32) hour~~ period between ~~0700-1500~~ on December 24 and ~~2300-0700~~ on December ~~26~~25. New Year's Day will consist of a thirty-two (32) hour period between 1500 on December 31 and 2300 on January 1. The Fourth of July shall be celebrated on the fourth day of July (not "Independence Day"). All holidays shall commence at 2300 on the day preceding the day recognized as the holiday.

Section 2. Holiday Scheduling: Except in case of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than four (4) holidays during any contract year.

If the holiday falls on a full-time nurse's day off or if a full-time nurse works on a holiday, such nurse will be given one (1) day off within a four (4) week period before or after the holiday. If a nurse is scheduled for vacation during a week in which a holiday occurs, the nurse will receive pay for the holiday rather than vacation pay for that day.

A full-time nurse who works on Christmas and/or the New Year's holidays shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay for all hours worked during this holiday and shall receive eight (8) hours of compensatory straight time off within a four (4) week period before or after the holiday.

A full-time nurse who works on any of the other holidays specified in this Agreement shall be paid at the regular rate of pay for the first eight (8) hour shift worked and receive eight (8) hours of compensatory straight time off within a four (4) week period before or after the holiday, except for the Easter holiday for nurses working at SMDC Medical Center (Miller-Dwan). This day off may be taken at any time during the year. The date the nurse utilizes the Easter holiday shall be selected by agreement between the nurse and the Employer.

Request for the holiday shall be made in accordance with the established schedule request process. Such holiday shall be taken on the day shift Monday through Friday unless otherwise agreed between the Employer and the nurse. Nurses regularly scheduled straight evening or straight night shifts may take the Easter holiday during the nurse's regularly scheduled Monday through Friday shift.

A full-time nurse who works more than an eight (8) hour shift on any of the holidays specified in this Agreement will be compensated at overtime plus one (1) hour of premium pay for each hour worked.

A part-time nurse who works on a holiday, excluding Christmas and New Year's, shall be paid eight (8) hours at the regular rate of pay plus eight (8) hours of premium pay. Hours worked beyond the nurse's scheduled shift will be compensated at overtime plus one (1) hour of premium pay for each hour worked.

A part-time nurse who works within the ~~forty eight (48) hour thirty-two (32) hour~~ Christmas holiday ~~and/or and the thirty-two (32) hour~~ -New Year's holidays shall be paid at the rate of time and one-half (1½) plus premium pay for all hours worked, not to exceed two and one-half (2½) times regular pay. Being scheduled and subsequently given a VTO/MTO shall count as a holiday worked.

Section 3. Holiday Exemption: Nurses who have accrued thirty-one thousand two hundred (31,200) seniority hours shall not be required to work holidays. However, such nurse who volunteers to work a holiday shall receive a bonus of fifty dollars (\$50.00), except in the case of a traded shift.

Holiday-exempt nurses will identify at the time of vacation sign up, on a separate sheet, those holidays they want to work, are willing to work, and won't work. Preference will be given to holiday-exempt nurses who request to work a holiday, and each holiday shall be awarded based on seniority.

If there are more holiday shifts in a year than can be covered by the non-exempt nurses, additional shifts, up to one per holiday-exempt nurse, will be signed up for by exempt nurses.

Excess shifts beyond one per holiday-exempt nurse will then go to non-exempt nurses until each has an additional, then back to the exempt nurses, and so on, until all holidays are covered.

No holiday-exempt nurses will be required to work the Christmas holiday, unless the remaining holiday-eligible nurses would be required to work more than two consecutive Christmas holidays. A holiday-exempt nurse who works the Christmas holiday shall be compensated at the rate of triple time (3x), plus the holiday exempt bonus.

If the unit does not have sufficient nurses to cover the holiday hours by implementing the process in the above paragraph, the parties will meet to determine a mutually agreeable remedy for that specific unit and holiday. Such agreement shall be in writing.

Union Proposal 8

ARTICLE 16. SICK LEAVE

Nurses shall be entitled to paid sick leave for personal illness. Sick leave is a benefit available to those employees who are actually sick or injured to the point that they cannot perform their duties or to care for their ill dependent children as per Minnesota statutes. It is a breach of good faith for an employee to claim the benefit when she/he is not, in fact, sick or injured. The Employer and the Association agree that the Employer has a legitimate expectation that employees not misuse sick leave or lost time (paid or unpaid) to the detriment of the patients, co-workers, or Employer.

Section 1. Accumulation: Upon hire, a nurse with an authorized FTE of 0.6 or greater shall earn and accumulate sick leave at the rate of 0.04616 hour for each compensated hour, to a maximum of eighty (80) compensated hours per pay period. Once such nurse has attained five hundred twenty (520) credited hours of service, she/he shall use accumulated sick leave benefits with pay for an illness as defined above. The maximum accrual of sick leave shall be seven hundred twenty (720) hours.

Any nurse at the seven hundred twenty (720) hour maximum who has an episode of illness or injury that fully depletes her/his sick time will receive a grant of eighty (80) hours of sick time upon her/his return to the workplace. This grant is not subject to any other provisions of the contract, including early retirement or cashability.

Section 2. Utilization: Sick leave with pay for personal illness will be granted for absence from work only on a day scheduled as a workday. The Employer may request reasonable evidence of such illness.

In the interest of courtesy to co-workers and to assist in the efficient and timely staffing of the Employer, it is expected, whenever possible, that nurses shall call in at least two (2) hours prior to their scheduled start time.

The nurse shall be paid for the number of regularly scheduled work hours during which the nurse is absent due to illness, not to exceed the number of sick leave hours accumulated. All paid sick leave hours are considered the same as hours worked with respect to the nurse's employment record. The Employer may request reasonable evidence of illness.

Section 3. Unscheduled Absences / Patterns of Unavailability: The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which sick time is paid or unpaid. This may include a pattern of unscheduled absences around weekends, holidays, shift rotation, low census or unit closures, scheduled days off, or following a double shift. This may also include single days that regularly occur each pay period or month. Leave without pay hours for unscheduled absences for which the nurse does not have sick time will be included in the review. All approved leaves and voluntary or mandatory low-need days will be excluded from such review.

Upon the Association's request, in LMC the parties will, no more than annually, review the standards the Employer is using in assessing disciplinary actions regarding attendance.

Prior to the Employer making any decision regarding corrective action based on absenteeism patterns, the nurse will be afforded the opportunity to furnish information she/he believes should be considered as a part of the pattern determination.

Section 4. Sick Leave Payout Upon Retirement

Upon retirement, a nurse shall be paid (50) fifty percent of their accumulated, unused sick leave balance up to (720) seven hundred twenty hours.

Union Proposal 9

ARTICLE 18. LEAVES OF ABSENCE - OTHER

Section 1. Personal Leave: A leave of absence without pay may be granted to a nurse for a valid reason at the discretion of the Department Director in conjunction with the Director of Human Resources for a period of time up to one (1) year. All accrued vacation, personal holiday, hours will be paid at the beginning of such leave of thirty-one (31) days or more. The nurse has the option to have vacation, personal holiday, hours paid at her/his FTE for a leave of thirty (30) days or less.

The nurse may request a leave extension for up to one (1) additional year. Such request must be submitted eight (8) to ten (10) weeks prior to the end of the initial leave. Approval of this extension will be at the discretion of the Department Director in conjunction with the Manager of Employee and Labor Relations (ELR). A nurse returning from a personal leave of three (3) months or less will be restored to the position held prior to the leave.

Section 2. Funeral Leave: A leave of absence without loss of pay of up to three (3) days will be granted to a nurse in an authorized position of forty-eight (48) or more hours per payroll period (0.6 FTE), upon request of the nurse, in the case of death in the immediate family for the purpose of attending the funeral and/or death-related events. Normally, such leave shall include the following: the day of the funeral or death-related event and one or two days prior to the funeral or death-related event and one or two days after the funeral or death-related event, subject to the limits above. However, there may be situations for which non-consecutive funeral days are appropriate and may be granted, at the request of the nurse, with agreement of the Employer. In addition, upon request, a nurse may be granted unpaid funeral leave as above for death of persons not covered by this Section.

Immediate family shall be defined to include: husband, wife, mother, father, step-parents, step-parents-in-law, sister, sister-in-law, brother, brother-in-law, child, son-in-law, daughter-in-law, step-child, step-child-in-law, father-in-law, mother-in-law, grandparents, and grandchildren. Same sex life partner will also be included in the definition of immediate family, until June 30, 2016.

Section 3. Bereavement Leave: An unpaid leave of absence will be granted to a nurse after death in the immediate family for a period of up to ninety (90) calendar days. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. However, the nurse may elect to use accrued vacation or personal time in order to remain whole. The nurse will accrue usual benefits while on paid leave of absence. The Employer will not permanently fill the nurse's position during the period of leave of absence.

Section 4. Educational Leave: A nurse who has been employed for a period of two (2) years or more may apply for an educational leave of absence for a period of time not exceeding twenty-four (24) months. The Department Director, in conjunction with the Director of Human Resources, shall give consideration to such application and shall not unreasonably withhold consent to such leave. In order to qualify for such leave, the nurse must be a full-time student at a college or university working toward a degree having reasonable relation to professional employment in nursing or must be enrolled full-time in a nurse practitioner program. All accrued vacation, personal holiday, hours will be paid at the beginning of the leave. No credit toward vacation, length of service, or salary increments shall be granted during the leave.

Any extension of an educational leave of absence shall be at the discretion of the Department Director in conjunction with the Director of Human Resources.

A nurse returning from such leave of absence shall be eligible to apply for any house-wide posted or open bargaining unit position.

Section 5. School Conferences: In accordance with Minnesota Statute 181.9412, the Employer must grant a nurse up to sixteen (16) hours of unpaid leave during any twelve (12) month period to attend her/his child's school conferences or school-related activities that cannot be scheduled during non-work hours. The nurse must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Employer. The Employer will not unreasonably deny the leave. The nurse may use accrued vacation and personal holiday hours for such leave.

Section 6. Jury Duty: The Employer will continue to pay the nurse her/his regular hourly rate of pay for scheduled hours while on jury duty. The nurse is required to sign over her/his pay for jury duty to the Employer.

A nurse receiving notice of jury duty will promptly provide her/his summons for jury duty to her/his supervisor. The nurse will cooperate in obtaining an excuse from such service, if requested.

Thereafter, the nurse will notify the Employer as soon as possible of the need to report for jury duty the following day(s).

Nurses on jury duty must work each day and perform regular duties during established working hours, except for the time when actually engaged in jury service.

A nurse who is obligated to report or is empanelled on a jury will not be required to work the night shift immediately prior to jury duty or the day, afternoon, or night shift on the day of jury duty.

Section 7. Deposition / Court Testimony: The nurse who is required by the Employer to be deposed or to testify at a court proceeding will be paid at her/his rate of pay, including mileage, travel time, and time spent in preparation for and at the court.

Section 8. Military Leave: A Military Leave of Absence will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and as amended.

Section 9. Voluntary Disaster Response Leave:

The Employer and the Association agree that there are times when a nurse's expertise can be used to benefit aid efforts. In such circumstances, the Employer agrees to:

- Continue to pay employer contributions for all benefits.
- Compensate nurses at their base rate of pay up to their scheduled FTE.

The vetting and approval process for voluntary disaster response leave shall be developed through the LMC process within six months of the ratification of this contract.

Union Proposal 10

ARTICLE 20. INSURANCE

- When essential medically necessary care is required and there is absence of a contracted Tier 1 In-Network provider (Essentia provider), reimbursement for the claim(s) shall be at the Tier 1 level provided a Tier 2 in-network provider and/or facility is utilized.
- Reduce Plan C Tier 2 in-network out-of-pocket limit to 2,000 per person and 4,000 per family.

Union Proposal 11

ARTICLE 21. PENSION / RETIREMENT

Section 1. Pension: The Employer shall make a contribution to the SMDC Health System Retirement Plan (a defined contribution plan) for all eligible participants in the Plan who are credited with one thousand (1,000) hours of service during the plan year, July 1 to June 30, and are employed by the Employer on the last day of the plan year (June 30). The one thousand (1,000) hour and last day requirement will be waived in the event of death, disability, or retirement after normal retirement age, as defined by the Plan.

Eligible nurses covered by the SMDC Health System Retirement Plan at the end of the plan year will receive a contribution by the Employer. For participants who meet the requirements as defined by the Plan, the Employer agrees to contribute a minimum of ten percent (10%) ~~five percent (5%)~~ of each participant's gross wages, up to the defined eligible gross wages maximum, each plan year of the Agreement. If the Employer contribution rate for non-contract employees is increased, the same rate will be applied to the nurses under this Agreement.

For those nurses who have elected to remain in the St. Mary's Medical Center Plan (a defined benefit plan) or the Retirement Plan for Employees of SMDC Medical Center (Miller-Dwan) (a defined benefit plan), the Employer will continue to make contributions to the plans in amounts indicated as appropriate by each plan's actuary.

A nurse who has retired from St. Mary's Medical Center or SMDC Medical Center and who has subsequently applied for and been hired into a posted position shall return to employment at the same salary increment step that the nurse held at the time of her/his retirement. Any adjustment to the actual pay rate associated with that increment step shall be reflected in such nurse's hourly rate upon rehire. A nurse with a Bachelor's degree in Nursing shall receive this differential pay. A nurse holding a valid certification will receive the certification differential upon rehire, provided she/he works in the area of such certification.

In addition, any holiday-exempt nurse who retires and is subsequently rehired into a casual status shall maintain her/his holiday exemption upon rehire.

Union Proposal 12

ARTICLE 26. NON-DISCRIMINATION

Section 1: Both parties to this Agreement recognize that the Employer is an Equal Employment Opportunity / Affirmative Action (EEO / AA) employer and agree not to discriminate against any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, gender identity status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

Further, there shall be no discrimination based on membership or participation in Association activities, utilization of the grievance procedure, or election as an Association Representative.

These principles shall be actively applied in selection, promotion, retention, discipline, or discharge, and nurses will be treated fairly and judged on their merits.

Section 2: In compliance with the provisions of the Americans with Disabilities Act (ADA) and other applicable disability discrimination laws, the Employer will discuss possible reasonable accommodations with the individual nurse and Association representatives. Confidentiality shall be maintained. If necessary to provide a reasonable accommodation, the provisions of Article 28, Posting of Positions, shall not apply.

Section 3: This article does not restrict the ability of the nurse to exercise her/his rights under applicable law.

Union Proposal 13

ARTICLE 28. POSTING OF POSITIONS

The Employer and the Association agree to a fair, consistent, and efficient process to ensure competent staff selection for contract RN positions. This shall include an objective method to evaluate the nursing qualifications of an applicant and will be measured by the following, if applicable:

1. The qualification information that the candidate wishes to be considered;
2. Performance evaluations and job performance;
- ~~3. Job interview(s).~~

Section 1. Internal Postings: Internal postings will be unit based and utilized when able to reconfigure existing positions. Such postings will be limited to changes in hours, shift rotation, increases/decreases in FTE, and to add or change flexible schedules. Such requests will be considered prior to posting positions house-wide.

Internal postings cannot be used to change a nurse from an unscheduled to a scheduled status.

Internal postings will be posted on the unit for seven (7) days prior to being filled.

Section 2. House-Wide Postings: The Employer will post new, vacant, and temporary positions covered by this Agreement on the designated posting board(s) and the Employer's intranet. Postings shall include the unit, shift rotation, FTE, weekend obligation, on-call status, and necessary qualifications.

House-wide postings will be posted for seven (7) days prior to any permanent hiring or permanent transfer of nurses into these positions.

~~Section 3. Two Bargaining Unit Positions: A bargaining unit nurse filling two (2) separate bargaining unit positions will accrue seniority and will be eligible for benefits appropriate to the combined FTE of the positions, not to exceed 1.0 FTE.~~

Section 4. Temporary Positions: A temporary position shall have a definite ending date that may be extended by mutual agreement between the Employer and the Association, but shall not exceed a total of twelve (12) months.

A nurse will be selected in accordance with paragraph one (1) of this Article and will be clearly identified as filling a temporary position.

A bargaining unit nurse filling a temporary position, in or out of the bargaining unit, will accrue seniority and will be eligible for benefits appropriate to the combined FTE of the temporary position and any concurrently scheduled position, not to exceed 1.0 FTE. At the completion of the temporary position, the nurse will return to her/his former position.

A non-bargaining unit nurse filling a temporary bargaining unit position shall accrue benefits provided by this Agreement, including seniority, for bargaining unit hours. However, such accrued benefits will only become available to the nurse if she/he accepts a permanent position and also meets the benefit timelines set forth in this Agreement.

If it is determined by the Employer that a temporary position will become permanent, it will be posted in accordance with Article 29, Posting of Positions.

Section 5. Qualifications: The Employer shall identify qualifications prior to posting positions. The qualifications shall be consistent with the job description. Any additional qualifications necessary for the position shall be identified on the posting. Such additional qualifications shall be consistent from posting to posting with documented rationale whenever such qualifications are changed.

Employees and other applicants for positions shall be considered based on the following factors:

1. Ability to meet the posted qualifications;
2. Ability to meet the physical demands of the position;
3. Between nurses meeting factors 1 and 2 above, preference shall be given to the most senior nurse within the bargaining unit;
4. Bargaining unit nurses meeting the posted qualifications shall be given priority over non-bargaining unit nurses.

Nothing in this Section shall require the Employer to employ a nurse in a position for which she/he is not qualified, and the Employer shall have the right to make the final determination on qualifications.

Nurses may be required to remain in a position for nine (9) months after completion of orientation to the unit unless otherwise agreed by the Employer. This limitation will not apply to a nurse who transferred units due to a layoff or relocation of services. The transfer of a nurse to a different position may be postponed for a period, not to exceed forty-five (45) days, unless mutually agreed upon between the nurse managers and the nurse. This paragraph shall remain in full force and effect through June 30, ~~2019~~ 2022 and shall sunset on that date unless renewed by mutual agreement.

Union Proposal 14

Article 30. Change of Status

Section 1: Recognizing that a nurse may increase or decrease FTE status during her/his employment, this grid describes the impact on benefit eligibility resulting from the change of FTE.

Status	Accrued Benefits and Credited Hours	Benefits (Vacation, Sick, Personal Holiday, and Credited Hours)
Benefit Eligible → Part-Time Non-Benefit Eligible	No forfeiture of accrued benefits. No further accrual of benefits. No forfeiture of credited hours. Continue to accrue seniority hours. Continue to accrue hours toward annual pension eligibility.	Accrued sick hours are frozen. Must cash out all personal holiday hours. May cash out all vacation hours. Must cash out all vacation hours over eighty (80). May freeze eighty (80) vacation hours. May cash out frozen vacation hours after status change, upon request.
Benefit Eligible → Casual	No forfeiture of accrued benefits. No further accrual of benefits. No forfeiture of credited hours. Continue to accrue seniority hours. Continue to accrue hours toward annual pension eligibility.	Accrued sick hours are frozen. Must cash out all vacation, and personal holiday hours at current rate of pay, including straight shift differential.
Part-Time Non-Benefit Eligible → Benefit Eligible	No forfeiture of accrued benefits. No forfeiture of credited hours.	Becomes benefit eligible at the time of change of status. Serves the defined waiting period for sick leave and insurance benefits.
Casual → Benefit Eligible	No forfeiture of credited hours.	Becomes benefit eligible at the time of change of status. Serves the defined waiting period for sick leave and insurance benefits.
Benefit Eligible → Part-Time Non-Benefit Eligible → Benefit Eligible	No forfeiture of accrued benefits. No forfeiture of credited hours.	Becomes benefit eligible at the time of change of status. Serves the defined waiting period for sick leave and insurance benefits unless previously satisfied in the prior benefit eligible status. Any frozen sick and/or vacation hours will be restored.
Benefit Eligible → Casual → Benefit Eligible	No forfeiture of accrued benefits. No forfeiture of credited hours.	Becomes benefit eligible at the time of change of status. Serves the defined waiting period for sick leave and insurance benefits unless previously satisfied in the prior benefit eligible status. Any frozen sick hours will be restored.

Section 2. Recognition of Previous Service: Any current Essentia Health employee who becomes a registered nurse shall maintain all earned sick leave and vacation hours. All accrued PTO shall be converted to vacation hours when any current Essentia Health employee becomes a registered nurse. The nurse shall be assigned to the vacation accrual schedule (two week, three week, etc.) on the basis of credited hours accrued in a benefit-eligible status as an employee since her/his most recent date of hire.

Bargaining unit seniority shall begin on the date of hire into this bargaining unit.

Satisfaction of any waiting periods for eligibility for coverage in the insurance programs provided by this contract will be based on total length of continuous employment.

Waiting periods for eligibility for insurance and other benefits shall not apply to employees who have satisfied such waiting periods in her/his previous position.

Union Proposal 15

ARTICLE 31. EDUCATIONAL DEVELOPMENT

Requests for reimbursement must have prior approval from the Department Director or designee. Approval shall be granted for studies having a reasonable relation to the nurse's professional employment.

Any education required by the Employer shall be at no cost to the nurse and will be scheduled as part of the nurse's authorized FTE unless the nurse requests such education to be above her/his FTE. Nurses shall be granted a minimum of four (4) scheduled FTE hours per month to complete education required by the employer. All dedicated education hours shall be free of a patient assignment.

The nurse with an authorized FTE of 0.6 or greater shall be eligible for tuition reimbursement, up to a maximum of three thousand five hundred dollars (\$3,500.00) per contract year identified in Section 1.

The nurse with an authorized FTE of 0.6 or greater shall be eligible for reimbursement for Continuing Education (CEUs or Contact Hours) or Approved Workshops, Non-College Courses, and Other Educational Programs (section 2) without proration, of seven hundred dollars (\$700.00) per year, to a combined maximum of two thousand one hundred dollars (\$2100.00) during a three-(3) year contract period as identified in Section 2.

Section 1. College Education, Initial Certification fees / Recertification fees:

Reimbursement will be at 80%, to a maximum of 3,500.00 per contract year.

A. Education eligible for such reimbursement includes:

1. College course tuition, books, and directly-related fees having a reasonable relation to the nurse's employment.
2. Specialty certification exam fees and recertification fees, including materials (for example, resource books, guides, tapes, videos) directly related to initial certification or recertification, excluding continuing education costs.
3. Courses and materials to obtain and retain national specialty certification, in the nurse's clinical area of practice.

The nurse must sign a certificate that such nurse will continue to or return to work for the Employer for one thousand two hundred forty-eight (1,248) hours within the twelve (12) months following completion of the course or sequence of studies.

The nurse working in the inpatient or outpatient Wound Care department must sign a certificate that such nurse will continue to or return to work for the inpatient or outpatient Wound Care department for two thousand four hundred ninety-six (2,496) hours within the twenty-four (24) months following completion of an accredited WOCN ET Nursing Education Program and passing the WOCN Certification examination.

Payment shall be made upon satisfactory completion of each course (passing grade of C or above) or certification for which reimbursement has had prior approval.

- B. Reimbursement Repayment: The nurse shall repay the Employer any reimbursement if such nurse does not continue to work for the Employer for one thousand two hundred forty-eight (1,248) hours within the twelve (12) months following completion of the course or sequence of studies.

The Wound Care department nurse shall repay the Employer any reimbursement if such nurse does not continue working in the Wound Care Center for two thousand four hundred ninety-six (2,496) hours within the twenty-four (24) months following completion of an accredited WOCN ET Nursing Education Program and passing the WOCN Certification examination.

The nurse who returns from a leave of absence (LOA) shall have her/his reimbursement repayment time extended by a period of time equal to the length of the LOA.

The nurse who has been recalled from layoff shall have the time while on layoff count as time worked at the same authorized FTE held at the time of layoff.

In the event there is no bargaining unit opening upon the conclusion of a leave of absence or layoff, the nurse will have no obligation for reimbursement repayment.

Section 2. Continuing Education (CEUs or Contact Hours) or Approved Workshops, Non-College Courses, and Other Educational Programs:

Reimbursement will be at 100%, to a maximum of ~~one-thousand (1,000) seven hundred dollars (\$700.00)~~ per year, to a combined maximum of ~~three thousand (3,000) two thousand one hundred dollars (\$2100.00)~~ during a three (3) year contract period. Funds in Section 2 will be drawn from the total amount of the yearly allotment identified in Section 1.

Education eligible for such reimbursement includes:

1. Programs that enhance skills in the nurse's clinical area of practice;
2. Preparing a nurse for a second clinical area of practice;
3. Health care-related programs for professional development;
4. Membership in specialty organizations in the nurse's clinical area of practice.

The reimbursement funds identified in Section 2 will be drawn from the total amount of the yearly allotment identified in Section 1.

Example:

Year 1: RN attends an approved national conference and the cost is \$2,500.00 and will be reimbursed \$2,100.00. The nurse is not eligible for any further Section 2 funds for the 3 year contract period. However, the RN is eligible for \$1,400.00 for Section 1 funds for the remainder of the contract year.
(\$3,500.00 – 2,100.00 = 1,400.00)

Year 2: RN has now 3,500.00 funds for Section 1. Nurse has no funds for Section 2.

Year 3: RN has now 3,500.00 funds for Section 1. If nurse is also a certified nurse and is due for re-certification, and Nurse is short 10 CEUs, nurse has to pay out of pocket to complete CEUs. Nurse is eligible for reimbursement up to 80% of recertification fees to be drawn from Section 1 funds.

Section 3. Student Loan Payment Reimbursement

Reimbursement shall be 100%, to a maximum of \$5,000 per year. Loan reimbursement payments shall be disbursed four (4) times per year on a schedule mutually agreed upon by the Association and the Employer.

Payments eligible for such reimbursement shall include loan payments for past college tuition, books, and directly related fees having a reasonable relation to the nurses employment incurred within (20) twenty years prior to the reimbursement request.

For Reimbursement of loan payments, the nurse shall provide documentation of actual loan payments made within the three (3) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal to or less than the amount the nurse has paid toward the loan in the three (3) months prior to the application.

The nurse must sign a certificate that such nurse will continue to or return to work for the Employer for one thousand two hundred forty-eight (1,248) hours within the twelve (12) months after receiving student loan reimbursement funds.

The nurse shall repay the Employer any reimbursement if such nurse does not continue to work for the Employer for one thousand two hundred forty-eight (1,248) hours within the twelve (12) months of receiving student loan payment reimbursement.

The nurse who returns from a leave of absence (LOA) shall have her/his reimbursement repayment time extended by a period of time equal to the length of the LOA.

The nurse who has been recalled from layoff shall have the time while on layoff count as time worked at the same authorized FTE held at the time of layoff.

In the event there is no bargaining unit opening upon the conclusion of a leave of absence or layoff, the nurse will have no obligation for reimbursement repayment.

Section 3.4. Other Opportunities: In addition to Sections 1 and 2 above, the Employer and nurse may mutually agree on a plan to provide the nurse with opportunities to enhance the nurse's practice and to provide nurses the opportunity to gain knowledge and skill in new services and programs established by the Employer. Such programs may include, but shall not be limited to:

1. certification in a specialty area;
2. programs to develop or enhance skills within a specialty area.

Nurses working a minimum of .6 shall be granted a minimum of 3 paid days per contract cycle to attend approved educational opportunities.

Section 4.5. Education Approval Process: The Employer will maintain a process for prior approval of educational reimbursement, including timely notification of the nurse regarding approval status of the request. Upon approval travel arrangements and hotel accommodations shall be made by the nurses or by a travel agent or agency chosen by the nurse.

Section 5.6. Employer-Requested Attendance: Paid time off shall be granted a nurse for the purpose of attendance at professional meetings upon Employer approval.

Union Proposal 16

ARTICLE 33. TEMPORARY STAFFING ADJUSTMENT / LOW-NEED DAYS

Section 1. Temporary Staffing Reductions: The Employer and the Association recognize that there may be times when a temporary shortage of anticipated patients and/or low patient acuity may require a temporary staffing reduction of nurses on a particular department or unit. Recognizing the role of the registered nurse in providing safe patient care, the parties agree any temporary staffing reduction will be determined by the needs and numbers of patients and not by budgetary constraints.

Section 2. Steps for Temporary Adjustment in Staff:

NOTE: Sections A-J applies to Duluth nurses. Sections K-L applies to Superior nurses.

- A. Nurses who are qualified to work in another area in the Medical Center where there is a need for additional nursing care shall be reassigned. The reassigned nurse is expected to perform only those tasks and functions for which she/he has been oriented to and prepared for prior to performing such tasks and functions.
- B. Any agency nurse(s) will be called off.
- C. A nurse(s) who has agreed to work a shift that will qualify her/him for overtime and/or a weekend bonus will be called off.
- D. Voluntary Time Off (VTO) will be offered.
- E. Any casual nurse(s) will be called off.
- F. Any nurse(s) scheduled above her/his FTE for that shift at straight time will be called off in reverse order of seniority.
- G. A nurse working a flexible schedule shift of less than eight (8) hours will be called off.
- H. Prior to implementing Mandatory Time Off (MTO), the Employer will identify any other options, such as staff education or other work, to meet unit needs.
- I. Mandatory Time Off (MTO) will be implemented if additional reductions are needed. MTO shall be assigned to the least senior regularly scheduled full- or part-time nurse(s) who is scheduled for the particular unit and shift where the reduction is necessary on a rotating basis in reverse order of seniority. A two (2) hour notice will be provided prior to assignment of a MTO.
 - 1. A nurse may be assigned a maximum of sixteen (16) hours of MTO per contract year (two [2] eight [8] hour blocks). Effective July 1, 2011, or following the completion of the initial staffing plans / grid review set forth in the Letter of Understanding "Development of Staffing Plans / Grids" dated September 10, 2010, and the filling of positions which may have been added pursuant to the process, whichever is later, a nurse may be assigned a maximum of ~~thirty-two (32) hours~~ sixteen (16) hours of MTO per contract year (two eight (8) hour blocks.) (~~four [4] eight [8] hour blocks.~~)

2. A nurse assigned MTO may use available vacation or personal holiday hours in order to remain whole.
3. Non-bargaining unit personnel will not be given bargaining unit work while bargaining unit nurses are given MTOs.
4. A nurse scheduled for twelve (12) hour shifts will be assigned MTOs in four (4), eight (8), or twelve (12) hour blocks, to a maximum of sixteen (16) hours in a contract year. Any four (4) hour block will be at the beginning or end of the twelve (12) hour shift. ~~Effective July 1, 2011, or following the completion of the initial staffing plans / grid review set forth in the Letter of Understanding "Development of Staffing Plans / Grids" dated September 10, 2010, and the filling of positions which may have been added pursuant to the process, whichever is later, the maximum increases to thirty-two (32) hours in a contract year.~~

5. A nurse working in non-24/7 units and a nurse working in a unit that schedule other than eight (8) hour shifts will not receive more than four (4) episodes of MTO, to a maximum of sixteen (16) hours of MTO, per contract year.

~~Effective July 1, 2011, or following the completion of the initial staffing plans / grid review set forth in the Letter of Understanding "Development of Staffing Plans / Grids" dated September 10, 2010, and the filling of positions which may have been added pursuant to the process, whichever is later, a nurse will not receive more than eight (8) episodes of MTO, to a maximum of thirty-two (32) hours of MTO, per contract year.~~

6. When any nurse is given less than two (2) hours of notice of MTO, such nurse will be compensated with four (4) hours of base pay without expectation of working.
7. After all regularly scheduled nurses on the unit experiencing staff reduction have been assigned their maximum MTOs in a contract year, such nurses shall be assigned to other units for which they are qualified. As a result, nurses on other units may be displaced and assigned MTO.
8. Nurses who have had their hours reduced shall be given the opportunity to work hours which become available before such hours are offered to other nurses. It is the responsibility of the nurse to notify the Employer of their desire to work such hours, provided the working of such hours:
 - occurs within the same pay period, and
 - has not been compensated previously, and
 - does not result in overtime.

- J. Accrual for VTO and MTO: A nurse shall be given credit toward seniority, insurance coverage, vacation, holiday, sick leave, and pension hours benefits for time lost from work under this provision as if such time were hours worked.

K. Low-Need Staffing for St. Mary's Hospital, Superior Registered Nurses: The Minnesota Nurses Association and the Hospital recognize that there may be times when a shortage of anticipated patients or the relatively low need for care by the patients present will require a temporary staffing reduction on a particular unit or department. Recognizing the role of the registered nurse in rendering patient care, the parties agree that such need would be determined only by the number and needs of patients.

1. Reassignment: In the event there is a temporary reduction in staffing needs, the following procedure will be followed. First, nurses who are qualified to work in another area in the Hospital where there is a need for additional nursing care shall be reassigned to the other area as provided for in Article 8 (J), Temporary Assignment. In any event, nurses would not be reassigned as the only nurse and/or charge nurse in any area where the nurse is not qualified to work alone.
2. Voluntary Low Need: If the above condition cannot be met, the Hospital will offer full-time, part-time, and casual nurses an opportunity to voluntarily request an on-call day, or a low-need ("cut back") day if the Employer determines that on-call status isn't necessary. However, casual nurses will have the opportunity to voluntarily request an on-call or low-need day only after full-time and part-time nurses have been given the opportunity first.
3. Mandatory Low Need: Mandatory reductions will be assigned for the department and shift where the reduction is necessary. The mandatory low need day will be designated as either a "mandatory on call" or a "mandatory low need" ("cut back") day. These mandatory reductions in nursing staff shall be administered in the following order, by seniority (when applicable) in each category:
 - a. Agency RNs (cut back only)
 - b. Temporary RNs
 - c. RNs at overtime status
 - d. Casual RNs
 - e. RNs scheduled above their FTE
 - f. Regularly scheduled full-time and part-time RNs, by seniority.

If further mandatory reductions are needed on that particular shift, the next least senior nurse shall be affected, and so on up the seniority list. If more reductions are necessary on another particular shift and the least senior nurse has already received one (1) mandatory on-call or mandatory low-need day, the next least senior nurse shall be assigned a mandatory on-call or mandatory low-need day until all nurses have been assigned one (1) day on a rotating seniority basis. In any case, the total number of mandatory on-call or mandatory low-need days shall not exceed six (6) per Contract year for any regularly-scheduled nurse. Temporary and casual nurses shall have no cap on the number of mandatory on-call or mandatory low-need days they may be assigned.

A nurse not notified of the cancellation of a scheduled shift at least three (3) hours in advance of said shift will receive not less than four (4) hours of pay as provided in Articles 8, Hours, and 12, Salary.

If the department is low in census/acuity, the registered nurse would remain in that department to render professional nursing care unless an emergency arises.

When the services of registered nurses in a department or clinical area have been involuntarily reduced under this Article, no unscheduled nurses, temporary nurses, nor any non-bargaining unit personnel shall be used to perform such service unless otherwise specified in this Agreement.

It shall be the practice of the Hospital to give nurses who have had their hours reduced under this Article an opportunity to make up work hours lost, provided the nurse is qualified, available and willing to do the work.

A nurse taking either voluntary or involuntary on-call or low-need days pursuant to this Article, shall be given credit toward all benefits provided by this Contract.

- L. Low-Need Staffing in Surgical Services for St. Mary's Hospital, Superior Registered Nurses: Low-need days in Surgical Services (Operating and Recovery Rooms, and Ambulatory Care) will be accomplished in a way so as to provide as much fairness as possible to all staff involved.

Low-need days will be determined as necessary by the Surgery Manager or designee.

When there are no procedures scheduled, all regularly-scheduled nurses will be notified that they are on a Mandatory Low-Need Day (MLND). When the schedule determines not all regularly scheduled nurses are needed, the MLNDs will be assigned according to the Surgical Department's MLND listing. Casual nurses will not work in place of a scheduled nurse during low-need staffing situations. Notification will be made by 2200 the night prior to a low-need situation.

The posted list will document MLND taken by all scheduled nurses for the calendar year. The MLND list will be utilized to keep MLND as equal between nurses as permitted, i.e. vacations, unscheduled days, etc.

The total number of MLND per person shall not exceed six (6) per contract year. When the person on-call is on a MLND, she/he will relieve the nurse at 1530, if still working. The relieving nurse will be paid at a rate of one and one-half (1½) times her/his wage for the number of hours worked. The four (4) hour minimum is not applicable.

- ~~M. Low-Need Staffing for St. Mary's Hospital, Superior Licensed Practical Nurses: Minnesota Nurses Association and the Hospital recognize that there may be times when a shortage of anticipated patients or the relatively low need for care by the patients present will require a temporary staffing reduction on a particular unit or department. Recognizing the role of the Licensed Practical Nurse in rendering patient care, the parties agree that such a need would be determined only by the number and needs of patients.~~

~~In the event there is a temporary reduction in staffing needs, the following procedure will be followed. First, nurses who are qualified to work in another area in the Hospital where there is a need for additional nursing care shall be reassigned to the other area. In any event, a Licensed Practical Nurse would not be assigned as the charge nurse on the unit or shift.~~

~~Second, if the above condition cannot be met, the Hospital will offer full-time and part-time Licensed Practical Nurses an opportunity to voluntarily request an on-call / low-~~

~~need day. The notice period for voluntary low census requests by the Hospital shall be as follows:~~

- ~~• 11:00 p.m. for the 7:00 a.m. — 3:30 p.m. Shift~~
- ~~• 12:00 p.m. for the 3:00 p.m. — 11:30 p.m. Shift~~
- ~~• 7:00 p.m. for the 11:00 p.m. — 7:30 a.m. Shift~~

~~Third, if additional reductions in nursing staff are needed, the least senior regularly scheduled nurse scheduled for the department and shift where the reduction is necessary will be assigned an involuntary on-call / low-need day. If further reductions are needed on that particular shift, the next least senior nurse shall be affected, and so on up the seniority list. If more reductions are necessary on another particular shift and the least senior nurse has already received one (1) involuntary on-call/low need day, the next least senior nurse shall be assigned an involuntary on-call / low-need day until all nurses have been assigned one (1) day on a rotating seniority basis. In any event, the total number of on-call / low-need days shall not exceed six (6) days per Contract year for any regularly scheduled Licensed Practical Nurse. See Letter of Understanding regarding Mandatory Low Need Days.~~

~~A Licensed Practical Nurse not notified of the cancellation of a scheduled shift at least three (3) hours in advance of said shift will receive not less than four (4) hours of pay as provided in Article 10, Salary.~~

~~When the services of Licensed Practical Nurses in a department or clinical area have been reduced under this Article, no unscheduled nurses, temporary nurses, or any non-bargaining unit personnel shall be used to perform services usually done by Licensed Practical Nurses. It shall be the practice of the Hospital to give Licensed Practical Nurses who have had their hours reduced under this Article an opportunity to make up work hours lost, provided the nurse is qualified, available and willing to do the work.~~

~~A Licensed Practical Nurse taking either voluntary or involuntary on-call / low-census days pursuant to this Article shall be given credit toward all benefits provided by this Contract.~~

~~N. Low-Need Staffing in Surgical Services: Low-need days in Surgical Services (Operating and Recovery Rooms, and Ambulatory Care) will be accomplished in a way so as to provide as much fairness as possible to all staff involved.~~

~~Low-need days will be determined as necessary by the Surgery Manager or designee.~~

~~When there are no procedures scheduled, all regularly-scheduled nurses will be notified that they are on a Mandatory Low-Need Day (MLND). When the schedule determines not all regularly scheduled nurses are needed, the MLNDs will be assigned according to the Surgical Department's MLND-listing. Casual nurses will not work in place of a scheduled nurse during low-need staffing situations. Notification will be made by 2200 the night prior to a low-need situation.~~

~~The posted list will document MLND taken by all scheduled nurses for the calendar year. The MLND list will be utilized to keep MLND as equal between nurses as permitted, i.e. vacations, unscheduled days, etc.~~

~~The total number of MLND per person shall not exceed six (6) per contract year.~~

~~When the person on call is on a MLND, she/he will relieve the nurse at 1530, if still working. The relieving nurse will be paid at a rate of one and one-half (1½) times her/his wage for the number of hours worked. The four (4) hour minimum is not applicable.~~

~~When all parties have experienced an equal number of MLND, seniority will prevail as to the nurse who is awarded the shift.—~~

Union Proposal 17

ARTICLE 34. REDUCTION OF HOURS, LAYOFF

Section 1. Notice: The Employer will, in writing, notify the affected nurse(s) and the Association at least twelve (12) days in advance of any layoff. This provision shall not apply to a reduction in force caused by an act of God, catastrophe, a labor dispute at the Employer's premises, or other cause for which the Employer could not reasonably be expected to plan in advance. The notice shall be written, hand delivered, or given by certified or registered mail, return receipt requested, and shall specify the date when the layoff will take effect.

Before implementing the layoff procedure, the Employer may offer the nurse(s) an opportunity to voluntarily request a leave of absence without pay of not more than ninety (90) calendar days. A nurse on voluntary leave shall not receive pay or benefits, but such nurse may continue her/his health insurance at the nurse's expense. The seniority of the nurse would continue to accumulate for the duration of such a voluntary leave. The Employer will not permanently fill the nurse's position during this period.

~~Section 2. Closure, Merger, or Consolidation: In the event the Employer closes, merges, or consolidates units resulting in a staff reduction, the following will occur:~~

~~A. The least senior nurse(s) on the affected unit(s) will be offered the opportunity to transfer to vacant or new positions for which the nurse(s) is/are qualified. New or vacant positions will be defined as positions which have been approved through the Employer's position approval process, the initial seven (7) day posting period has elapsed, and no qualified bargaining unit nurses have applied.~~

~~B. If such positions do not exist or the nurse declines such positions, the nurse will:~~

- ~~i. displace (bump) a less senior nurse pursuant to this Article.~~
- ~~ii. accept layoff and retain recall rights pursuant to this Article.~~

Section 2. Job Protection, New Construction, Mergers, and Reduction of Beds

Determinations or actions by a hospital or by a government, community, or hospital's agency or agencies which recommend or require the elimination or reduction of patient beds or facilities presently in operation are determinations made and actions taken with the stated intention of serving the welfare of the community. Determinations or actions by a Hospital include actions by parent or affiliates or entities which have the power to effectively direct such determinations or actions in a contracting Hospital. Consequently, it is the policy of the Hospital and the Minnesota Nurses Association that determinations made and actions taken to serve the community and patients should not be at the expense of individual registered nurses employed at an affected institution. In the event that such determinations or actions including construction of new hospital, corporate merger, consolidation, or reorganization of services, directly or indirectly, will cause an elimination or a reduction in the number of registered nurses in present or if greater in future bargaining unit positions in any classification on a station unit, the following principles shall apply:

A. Notice of Merger, Consolidation, New Construction or Reorganization: The Hospital shall give the Association written notice of such action or determination immediately upon any notice to the Hospital whether said notice is preliminary, tentative, or final. The Hospital will also give the Association immediate written notice of any decision to authorize a corporate merger, consolidation, new construction or reorganization of services involving the Hospital. In these connections, the Hospital will cooperate in providing the Association with relevant background information and alternative courses of action available. The individual nurses who will be affected shall receive written notice with a copy to the Minnesota Nurses Association as soon as the action to be taken is ascertained.

B. Offer of Reassignment Within the Hospital: Nurses from an affected area which is being reduced or eliminated shall be offered reassignment, along with other affected nurses, to other vacant or new registered nurse positions in the same classification (an "opening") within the Hospital for which they are reasonably qualified. The term "reasonably qualified" means the ability to perform the duties of the position within a reasonable period of orientation and in-house training. The period of orientation and in-house training shall be mutually agreed upon by the Association and the Employer. Such orientation and training shall be at no cost to the nurse. Reduction of nurses in an affected area and the offering of reassignment in the Hospital shall be made on the basis of seniority in the Hospital as defined in Article 34, Reduction of Hours or Layoff of the Agreement.

The Hospital will not promote or employ new nurses or use casual part-time or temporary nurses until all affected nurses have been placed or given the opportunity to qualify for registered nurse openings which are available or become available in their respective classifications. A nurse may voluntarily choose to exercise her or his length of employment rights for an opening in a lower registered nurse classification.

C. Reductions to Follow Layoff Procedure: If there are not sufficient registered nurse openings to place all nurses employed at the time of the change or if nurses are not able to qualify for such positions, as the same are described in the foregoing paragraphs, the reduction of registered nurse positions in the Hospital shall be made according to the procedure Reduction of Hours, Layoff.

D. Offer of Employment in Hospitals Controlled by the Same Corporation: If a nurse cannot be offered placement under paragraphs B and C above, offers for employment shall concurrently be made by Contracting Hospitals controlled by the same corporate body as the Hospital which employed the nurse who was laid off or who received notice of layoff.

Any offer of employment under this paragraph D shall be treated for all purposes, including seniority, as a transfer within the same Hospital and not a re-employment.

E. Offer of Employment in Other Contracting Hospitals: If there are not sufficient openings in Contracting Hospitals controlled by the same corporate body, an affected nurse will concurrently be offered employment in the bargaining unit at any other Contracting Hospital which has openings for which the nurse is reasonably qualified during the period in which the nurse retains recall rights under Article 34, Section 9. Employment of a nurse under the provisions of this paragraph E shall be with full credit for all length of service credited by the former Hospital employer for purposes of salary, educational increments, and vacation eligibility.

The Hospital having the reduction of beds or services shall use its best efforts to assist displaced nurses in finding suitable registered nurse positions with other hospitals or health care facilities. Such efforts shall include continuing investigation of potential job openings and communication with other facilities as to availability, training, and experience of affected nurses and advising nurses of such information received.

F. Negotiation on Application: The parties recognize that the provisions of this Agreement may not fully anticipate the nature of such changes as they are occurring or may occur in the future. It is agreed, therefore, that for any action for which notice may be required under the foregoing paragraph A, the Minnesota Nurses Association and the affected Hospital(s) will meet for negotiation and mediation of the application of this Section 16 and relevant Contract provisions to the then instant situation.

Any unresolved dispute arising from such negotiations and mediation will be determined in accordance with the arbitration procedure set forth in Article 38, "Grievance Procedure," of this Contract Agreement.

G. Removal from Bargaining Unit: No action by a Hospital(s) or an affiliated entity shall result in a unit, service, or group of nurses being removed from the bargaining unit earlier than thirty (30) days after the Minnesota Nurses Association and the nurses to be affected have been provided written notice of the action and any change in Contract coverage the Hospital(s) or affiliated entity will effect. The Hospital(s) will cooperate in providing the Association with relevant background information.

H. The provisions of this section shall in no way limit, circumscribe, modify, or reduce rights or benefits of a nurse under other sections of this Contract Agreement.

I. At the time of major workplace changes, the Hospital will extend to a nurse who is within one (1) year of anticipated retirement accommodations to allow the nurse to continue her or his same or similar work until retirement.

J. Job Security: It is the intent of the hospital to enhance the employment security of the Registered Nurses through application of the following principles and strategies:

1. Involve the Minnesota Nurses Association in an on-going dialogue related to job security of Registered Nurses in the evolving health care environment.
2. Provide an opportunity for Minnesota Nurses Association members to have meaningful involvement in implementation of change that may affect job security of Registered Nurses.
3. Provide employment security to the degree possible by exploring all options prior to layoff (see layoff framework).
4. To the extent possible, if jobs change or are eliminated through CQI/TQI processes, affected employees will be offered other positions.
5. Provide for cross-training of the registered nurse staff that may enhance the job security of the nurse and increase flexibility in staffing for fluctuating patient volumes, including volume reductions or redesign.

6. If reduction in services is necessary, every effort will be made to identify suitable open positions and provide employee assistance.

Section 3. Layoff: In the event that it is necessary to reduce the number of registered nurses due to lack of work and such reduction is not achievable through application of Article 3, Hours and Scheduling, Article 19, Leave of Absence - Other, or Article 34, Temporary Staffing Adjustments / Low-Need Days, nurses shall be laid off in the inverse order of seniority on the unit or department subject to the layoff, to the extent senior nurses are qualified.

“Qualified” means that the nurse has the training and the ability to function effectively on the unit within a reasonable period of unit orientation, not to exceed three (3) weeks, and is then able to perform the functions of the displaced junior nurse. “Qualified” does not mean a nurse is required to assume a leadership role. In determining “ability,” the level of proficiency the nurse can be expected to acquire in an orientation period, not exceeding three (3) weeks, should be taken into account.

Section 4. Effect of Layoff on Casual Nurses: Seniority and recall rights do not apply to nurses with a confirmed work agreement of casual status, nor to casual nurses who may be working in any regularly scheduled capacity at the time of layoff.

Section 5. Clinical Data Management Department: Only time employed within this department will be used to determine seniority for purposes of layoff and recall. For all other purposes, Article 33, Seniority, will be used.

Section 6. Bumping: The nurse who is being laid off shall be allowed to bump the least senior nurse whose FTE, shift length, and shift rotation match those of the laid off nurse, on the nursing unit chosen by the laid off nurse and on which she/he is qualified to work. In the event there is no match, the laid off nurse may choose to bump any less senior nurse on the chosen unit who has an equal or lesser FTE. Under no circumstances will a nurse be allowed to increase her/his FTE. At any time during this process, a laid off or bumped nurse may elect to be laid off with recall rights pursuant to this Article. Both parties may mutually agree to deviate from this process.

In the case of bumping by more than one nurse, the effect of reducing the remaining core number of nurses on that unit who are currently qualified to function throughout the unit, who are able to assume a leadership role, and who are less senior shall also be taken into account. In determining the number of core registered nurses that must be retained for adequate coverage, the following factors, and other factors deemed necessary, shall be considered: average census, patient acuity, unit skill mix, patient care delivery system utilized, skills and competencies required, and projected / known staff fluctuations such as leaves of absence and resignations.

Section 7. Intermittent Shifts: Nurses on layoff who are qualified shall be given the opportunity to work intermittent shifts that are available before such shifts are offered to casual, part-time, or non-bargaining unit nurses. These shifts shall be offered to the most senior nurse in layoff status who is qualified to do the work needed. Such an offer shall not be considered a recall and may be refused by a nurse without such a refusal affecting her/his seniority status.

Section 8. Bargaining Unit Protection - Layoff: When a nurse or nurses are on layoff, no casual nurses, temporary nurses, nor any non-bargaining unit personnel, nor new hires shall be used to perform the services of registered nurses until all qualified nurses have been offered intermittent shifts or been recalled.

Section 9. Recall Notice and Procedure: Notice of recall shall be in writing to the nurse, with a simultaneous copy mailed to the Association. Recalls shall be in order of seniority; the most senior nurse on layoff who is oriented and qualified to do the work available shall be recalled first.

Section 10. Response to Recall: A nurse shall respond to a notice of recall within three (3) days of receipt. If the nurse accepts recall, she/he shall report to work within one (1) week of the notice. A nurse who has been recalled or offered a position(s) different from the position from which the nurse was laid off may accept or reject such position(s) without loss of recall rights under this Agreement. A different position means a difference in unit, shift, or number of scheduled hours. A nurse who declines recall to her/his previous position shall be considered to have voluntarily resigned or, at the mutual agreement of the Employer and the nurse, the nurse may change to a casual status. In either case, the nurse shall lose all seniority rights to recall.

Section 11. Recall Leading to Leave of Absence: A nurse unable to respond to notice of recall for reasons justifying a leave of absence shall be transferred to appropriate leave of absence status. The nurse shall be considered as having been recalled and shall be on leave from her/his position.

Section 12. Seniority Lost: Seniority shall be lost if the nurse is not recalled from layoff status within one (1) year, but a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the Employer within thirty (30) days before expiration of the first year of layoff.

Section 13. Reduction of Hours / Partial Layoff: In the event it is necessary to decrease FTEs due to lack of work while maintaining a specific number of nurses to maintain staffing coverage, a reduction of hours may be necessary. In order to minimize disruption, the Employer will seek volunteers in seniority order. If sufficient volunteers are not obtained, the reduction will be achieved on the basis of the inverse order of seniority in the bargaining unit. The Employer will first endeavor to maintain the affected nurse's benefit eligibility. If this is not possible, FTEs will be further reduced on the basis of the inverse order of seniority. The nurse(s) and the Association shall be given two (2) weeks written notice in advance of any partial layoff.

The nurse(s) will maintain recall rights for one (1) year from the date of reduction. The nurse(s) will be considered recalled from reduction / partial layoff when her/his FTE is restored. If the nurse's FTE has not been restored within one (1) year, her/his reduced FTE will become the confirmed FTE.

Section 14. Benefit Eligibility on Recall: Benefit-eligible nurses recalled and returning to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or partial reduction shall be eligible for coverage under the SMDC Employee Health Plan on the first day of the month following the date of return.

Section 15. SMHS Registered Nurses:

A. Voluntary Leave Before Layoff.

Before resorting to any layoff procedure, the Hospital will offer the nurse an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) calendar days. During such leave of absence, length of service rights shall continue to accrue. The Hospital will not permanently fill the nurse's position during the period of leave of absence. A nurse who is granted a voluntary leave in lieu of layoff shall be given information prior to the leave by the Hospital regarding her/his COBRA rights to continue health insurance at her/his own expense during the voluntary leave.

B. Reduction of Hours/Partial Layoff.

In the event that it is necessary to decrease FTEs due to lack of work, while maintaining a specific number of nurses to maintain staffing coverage, a reduction of hours may be necessary. In order to minimize disruption, the Hospital will seek volunteers in seniority order. If sufficient volunteers are not obtained, the reduction will be achieved on the basis of the inverse order of seniority in the bargaining unit. The Hospital will first endeavor to maintain the impacted nurse's benefit eligibility. If this is not possible, FTEs will be further reduced on the basis of the inverse order of seniority. A nurse and the Minnesota Nurses Association shall be given two (2) weeks' written notice in advance of any partial layoff.

A nurse will maintain recall rights for one (1) year from the date of reduction. A nurse will be considered recalled from reduction/partial layoff when her/his FTE is restored. If the nurse's FTE has not been restored within one (1) year, her/his reduced FTE will become the confirmed FTE.

C. Layoff and Recall.

In the event that it is necessary to lay off nurses due to lack of work, unscheduled nurses will first be neither called nor scheduled to work. Thereafter, part-time and full-time nurses shall be laid off on the basis of the inverse order of seniority in the bargaining unit. A nurse and the Minnesota Nurses Association shall be given two (2) weeks' written notice in advance of any layoff.

It is expressly agreed that the operation of this Article shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of the sequence described above if nurses with greater seniority do not have the ability to perform the duties within a reasonable period of orientation not to exceed three (3) weeks.

So long as any nurse remains on layoff, the Hospital shall not newly employ nurses into the bargaining unit nor request unscheduled nurses to work until all nurses holding seniority rights shall have been recalled or offered the opportunity to work. Recall shall be in reverse order of layoff based on the length of employment in the bargaining unit.

A nurse will maintain recall rights for one (1) year from the date of layoff. A nurse shall be considered recalled when her/his confirmed hours, shift and rotation have been restored.

A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay and any personal leave days earned by the nurse upon written request to the Hospital.

D. Extra Shifts/Hours During Hours Reduction /Layoff.

Scheduled hours on a unit shall not be increased for non-reduced nurses without offering such hours to nurses from that unit who are on full or partial layoff. Nurses on full or partial layoff who are presently qualified shall be given the first opportunity to work intermittent shifts that become available before such shifts are offered to casual, part-time, or non-bargaining unit nurses. Such shifts shall be offered to laid off nurses in order of seniority, up to but not exceeding their number of scheduled hours per pay period before full or partial layoff. Overtime hours and bonus shifts shall not be used except in situations where prohibition of their use would deprive patients of needed nursing care. Intermittent shifts reasonably expected to occur over a continuing period of time shall not be used in lieu of recall of nurses who retain recall rights. An offer of intermittent shifts shall not be considered a recall.

E. Benefit Eligibility on Recall.

Bargaining unit employees recalled and returning to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or partial reduction shall become eligible for coverage under the SMDC Employee Health Plan on the first day of the month following the date of return, and shall not be subject to the ninety (90) day waiting period otherwise required for such coverage.

Section 16. SMHS Licensed Practical Nurses:

~~1. Layoffs shall be done on a seniority basis (i.e. the least senior nurse shall be laid off first). A nurse displaced due to reduction in force shall have the right to displace the least senior nurse, provided the nurse is qualified or may become qualified in a two (2) week period to perform the work.~~

~~A reduction of hours rather than a complete layoff may be used if necessary to provide appropriate coverage for weekends or for operating rooms, visits or procedures. Reductions shall be made by reducing the hours of the least senior nurse with the priority in maintaining scheduled hours for senior Licensed Practical Nurses.~~

~~A nurse accepting such reduction shall be considered on layoff and retain all recall rights. Before or at the time a nurse is offered vacancies or replacement opportunities, the nurse will be provided a description of available positions which includes the unit assignment, shifts and number of scheduled hours.~~

~~Scheduled hours on a unit shall not be increased for non-laid off nurses without offering such hours to nurses from that unit who are on partial layoff.~~

~~Nurses on layoff, who are presently qualified, shall be given first opportunity to work intermittent shifts that are available, before such shifts are offered to casual part-time or non-bargaining unit nurses. To the greatest extent feasible, such shifts shall be offered to nurses on layoff in~~

~~order of seniority up to but not exceeding the number of scheduled hours per pay period before layoff. Intermittent shifts reasonably expected to occur over a continuing period of time shall not be used in lieu of recall of nurses who retain recall rights. An offer for intermittent shifts shall not be considered a recall.~~

- ~~2. The nurse to be laid off due to reduction in force must present the Hospital with written notice of his/her intent to exercise the right to displace a less senior nurse. This written notice must be personally delivered to the Nursing Service Office not later than seven (7) calendar days after being notified of a reduction in force. No extensions may be granted to this seven (7) day period unless agreed to in writing by both parties.~~
- ~~3. Recall to work shall be in the inverse order of layoff, provided, the nurse in each case meets the basic qualifications or may be trained in a two (2) week period as given in the job description. The Hospital will contact the laid off nurse to verify qualifications.~~
- ~~4. Nothing contained in this Agreement shall require the Hospital to place or retain any nurse who is not competent to perform patient care responsibilities in a satisfactory manner.~~
- ~~A nurse shall be given two (2) weeks' written notice, or pay in lieu thereof. A copy shall be sent to the Association at the same time notice is given to the affected nurse.~~
- ~~5. Before resorting to layoff procedure, the Hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low need leave of absence without pay for up to ninety (90) calendar days with credit for seniority for up to ninety (90) days. The Hospital will not permanently fill the nurses' positions. In addition, the Hospital may, on a day-to-day basis, offer individual low need days to full-time and part-time nurses. A nurse taking low need days shall be given credit toward all benefits provided by this Contract.~~

~~A nurse who is granted a voluntary leave in lieu of layoff shall be given information prior to the leave by the Hospital regarding her/his COBRA rights to continue health insurance during the voluntary leave at her/his own expense.~~

Union Proposal 18

ARTICLE 36. VOLUNTARY RESIGNATION

The nurse will give the Employer four (4) weeks written notice for termination of her/his employment. The terminal paycheck will include payment for all accrued vacation, personal holiday hours. The terminal paycheck shall also include payment for (50) percent of the nurse's accumulated, unused sick leave balance up to (720) hours.

However, a nurse resigning before working one (1) anniversary year will not be eligible for terminal vacation pay. If vacation has been used prior to the one (1) year anniversary, such pay shall be deducted from the terminal pay.

Union Proposal 19

ARTICLE 39. HEALTH SCREENING AND INFECTIOUS DISEASE PREVENTION

Section 1: The Employer and the Association recognize the importance of maintaining and protecting the health of employees and patients within the Medical Centers and throughout the community. The Employer shall maintain an Infectious Disease program and policies in compliance with state and/or federal regulation and with consideration of the Centers for Disease Control (CDC) guidelines. Policies and procedures related to infectious diseases shall be readily accessible to nurses in each patient care setting.

Section 2. Health Program:

- A. The Employer will provide, without cost to the nurse, a Mantoux test (and/or a chest x-ray, if indicated) within one (1) week of employment and annually thereafter.
- B. In addition, the Employer will offer and provide, without cost to all nurses, the Hepatitis B vaccine upon hire and any time thereafter if requested by the nurse.
- C. Any provided vaccinations may be accepted or declined by the nurse.

Section 3. Personal Protective Equipment: The Employer will provide adequate and appropriate personal protective equipment and all necessary training for proper use- -It is the responsibility of the nurse to properly utilize the appropriate protective equipment.

Section 4. New Immunizations: Whenever new immunizations become recommended to the employee, the Association and the Employer will negotiate the proposed implementation process. If unable to reach an agreement, the grievance arbitration process will be utilized to resolve the disagreement. Such negotiation will include the feasibility of implementation and the information necessary for the nurse to make an informed decision to accept or decline the new immunization. Nurses have the right to know the consequences of declining the new immunization, which include possible side effects and the potential reassignment from the nurse's current work setting.

Section 5. Exposure to Infectious Agents and Disease(s): In the event of a known or suspected exposure to an epidemiologically significant communicable disease, whether at or away from work, the nurse is responsible to report the incident to the Employer. The Employer will follow the applicable policies and procedures for post exposure to the infectious agent.

The Employer will recognize the potential for significant distress associated with an exposure. The affected nurse shall receive the same support and consideration as would be provided to any other patient or client.

Section 6. Compensation:

- A. Work-Related Exposure: The nurse will be compensated for time away from work for the period of communicability and illness. Such compensation shall not result in the loss of accrued sick, vacation, or personal holiday time. This time will be considered as credited hours for benefit purposes, including seniority.

- B. Non-Work-Related Exposure: The nurse will be compensated as above for time away from work for the period of communicability. Such compensation shall not result in the loss of accrued sick, vacation, or personal holiday time. Illness resulting from this exposure shall be treated as any other illness, with compensation provided through the use of personal benefit time or unpaid medical leave if no sick time is available.

Section 7. Employee Health Records: All health records related to employment shall be maintained by the Employer in a separate system and physically removed from personal health records. Only authorized personnel will have access to such records.

Union Proposal 20

ARTICLE 40. SAFETY AND HEALTH

Section 1: The Employer is committed to the safety of nurses, the protection of work areas, safety education, safe practices, and accident prevention. The Employer will make reasonable efforts to provide safe and adequate equipment. The Employer is also committed to providing a work environment free from hostile, abusive, and disrespectful behavior.

Section 2: It is the responsibility of all nurses to cooperate with and participate in programs and practices designed to promote personal and public safety. Nurses will comply with rules set forth to ensure a safe and violence-free workplace.

Section 3. Infectious or Contagious Diseases: See Article 39, Health Screening and Infectious Disease Prevention.

Section 4: The Employer will provide information and educational material regarding any known hazards/agents in the work place.

Section 5: Each facility will develop a protocol for responding to emergency situations where physical violence or the threat of physical violence occurs. A process will be developed to record and report these incidents. Where possible, the reports should include the name of the hospital, the unit/department and the nature of the incident. Reports and records regarding possible workplace violence will be evaluated by the designated workplace violence committee/group when the situation involves a Registered Nurse. As part of its work process, the committee/group will review and may recommend changes to the Hospital's training and response programs relating to workplace violence. The Association will be given the opportunity to name one bargaining unit nurse per hospital, plus one alternate, to serve on the committee/group. Minutes from each meeting will be reported to the Labor Management Committee. Bargaining unit nurses appointed to the committee/group shall be paid for time spent in official meetings of the committee/group provided, however, that the time spent in such meetings shall not result in the nurse being paid at overtime rates. The committee/group will meet quarterly unless otherwise mutually agreed upon.

The Employer will encourage employees who experience a confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing if appropriate. At least annually, the Employer will provide training to each nurse on crisis prevention intervention or another form of violence prevention training for nurses working on units that the committee/group determines are experiencing frequent incidents of workplace violence. For other nurses, one-time in-person training will be arranged for a nurse upon the nurse's request. When it is confirmed that an employee has been assaulted at work and is unable to continue working, the employee will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. The Employer will reimburse a nurse for the cost of replacing the nurse's personal property which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through workers' compensation.

Section 6: The Hospital and Association recognize the effects traumatic events of violence directed at staff have and the obligation of the Employer to provide a safe 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 occur, the Hospital and Union agree to the following commitments:

Preventive Efforts

- The Hospital shall provide a summary of all incident reports involving violence as defined by Minnesota Statute 144.566 at each regularly scheduled Labor-Management Committee. This summary will include a description of the incident, the response, and efforts to mitigate future incidents of the same or similar nature.
- The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.
- On obstetric units, the Hospital shall immediately notify staff on the unit when the biologic father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father may attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.
- Behavioral Restraints: An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion they will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints. When an RN is performing 1:1 of a patient in restraints or seclusion, the RN will be taken out of the count and not be required to leave the bedside of the patient to perform RN duties.
- Signage will be posted and clearly visible at all nurse stations of all units in the Hospital which shall indicate that violence of any kind is not permitted on Hospital premises.

Traumatic Events

A Registered Nurse who has been assaulted at work and is unable to continue working, as determined in the nurse's sole discretion, will be given the opportunity to be free from duty for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.

The Hospital and Association recognize the effects traumatic events of violence directed at staff have on the whole person. In order to ensure the professional longevity and continued health of staff, the Hospital and Association agree to the following provisions for all Registered Nurses.

1. Units that require Security Alert and/or Crisis Intervention training as a component of mandatory education shall also provide resiliency training and self-defense training to all nurses that provide patient care on those units on not less than the same frequency that Security Alert and/or Crisis Intervention training is provided.
2. When a violent event occurs on a unit an immediate documented debrief will take place that includes all staff involved and a nurse designated by the Union.
3. When assessing unscheduled absences, the proximity to staff being involved in a traumatic event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Employer.

4. Any nurse who opts to utilize the time off provision as stated above will be offered to be included in a debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident, and a designee of the Union. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions. This debrief will take place within seventy-two (72) hours. Within seven (7) days of the event a report of the event shall be presented to the Union which shall include all documented reports and investigatory notes as well as outcomes.
5. A nurse who has been the victim of violence that was committed by a patient or that patient's family shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.
6. The Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, families, and themselves. Charge nurses will receive information regarding the location and type of incident that initiated the lock down protocol and shall receive annual lockdown training to direct staff, patients and visitors to safety on units during a lockdown.
7. If a unit exceeds ten (10) violent incidents in any given month a review will be conducted by the Hospital Labor/Management group to review, and through mutual agreement, make changes as the group identifies opportunities to promote safety:
This review shall include, at a minimum;
 - a. The number of RNs scheduled for the shift;
 - b. The number of RNs working the shift;
 - c. The number, and classification, of other staff scheduled for the shift;
 - d. The number, and classification, of other staff working the shift;
 - e. The impact, if any, of the geography of the unit;
 - f. Security presence on the unit;
 - g. Admission criteria for the unit;
 - h. Patient room placement within the unit;
 - i. Physical barriers present in staff areas;
 - j. The availability and location of staff assistance or duress buttons;

Union Proposal 21

~~ARTICLE 46. ASSOCIATION ACCESS/PARTICIPATION~~

~~The Association shall provide timely advance notice if any MNA staff other than the assigned labor representative intends to come onto the Employer's premises. Association staff will not engage with nurses who are working in patient care areas, including, but not limited to, in patient rooms or at the nurse's station.~~

Union Proposal 22

ARTICLE 47. BULLETIN BOARD

The Employer will provide access to a bulletin board in a commonly used and accessible area on each unit ~~or shared location~~ for the posting of meeting notices and other similar materials.

Union Proposal 23

ARTICLE 49. RELOCATION OF UNIT(S) OR SERVICE(S) FROM ANOTHER ENTITY

If another entity permanently closes a unit or service and the function is relocated to ~~either SMMC, SMDCMC or SMH~~any Essentia Health facility covered under this agreement, the Employer and the Association agree to meet to discuss the terms and conditions under which the nurses ~~may~~shall be assimilated into the bargaining unit.

Union Proposal 24

ARTICLE 51. RETENTION OF BENEFITS

Any nurse who is presently employed in ~~the Medical Center~~any Essentia Health Facility covered under this agreement and who enjoys greater benefits than the minimums set forth in this Agreement shall not have such benefits reduced as long as such nurse remains in the employ of any Essentia Health Facility covered under this agreement~~the Medical Center~~. Upon such nurse leaving ~~the Medical Center~~ any Essentia Health Facility covered under this agreement, such benefits shall cease and need not be reinstated if such nurse is subsequently re-employed by any Essentia Health Facility covered under this agreement ~~the Medical Center~~. Any nurse employed on or after the effective date of this Agreement shall receive benefits to the extent set forth in this Agreement.

Union Proposal 25

ARTICLE 53. DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect as of July 1, ~~2016~~2019, until June 30, ~~2019~~2022, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to June 30 of any year. Proposals will be exchanged on the first day of negotiations. This first session can occur less than ninety (90) days before the expiration date of the Agreement on June 30.

In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party in such notice to the other party.

Union Proposal 26

LETTER OF UNDERSTANDING between ST. MARY'S MEDICAL CENTER, SMDCMC MEDICAL CENTER (MILLER-DWAN) and MINNESOTA NURSES ASSOCIATION

Floating Within a Cluster

During the course of the 2007 negotiations between SMMC, SMDCMC, and MNA, the parties reached the following agreements on floating at SMMC to address the shared interests of maximizing patient safety and patient care needs and nurse safety and nurse satisfaction, while meeting staffing needs:

By January 1, 2008, the Employer and the MNA will implement, through LMC, a process and timeline to significantly reduce floating outside of a cluster. This process will focus its efforts on:

- Cluster floating
- The relationship and feasibility of additional combinations within or outside cluster areas listed below
- Support from the float pools to the units
- Hiring additional float pool nurses
- Issues impacting floating
- Create and implement a voluntary cross-training option for nurses who desire to have additional skills to enable them to safely work in areas outside their area of expertise

There will be a commitment to look at issues that cause floating outside of clusters and develop processes to address these.

Cluster areas are defined as similar patient populations, currently as outlined below:

MCH
Adult Critical Care and NT Step Down
Out patient
4N, 6I
3E, 4E, 6W, 6E, 7W, 9W, 8E

Should the Employer determine a need to expand floating in units not identified in the clusters, the Employer and MNA, through the LMC process, will meet and discuss these situations as they arise.

This Letter of Understanding will sunset ~~June 30, 2019~~. June 30, 2022

Union Proposal 27

LETTER OF UNDERSTANDING between ST. MARY'S MEDICAL CENTER, SMDC MEDICAL CENTER (MILLER-DWAN) and MINNESOTA NURSES ASSOCIATION

Temporarily Closing a Unit to Admissions

It is acknowledged and understood by the Employer and the Association that there may be times when the unit resources do not allow additional patients to be admitted or transferred to the unit for a limited period of time and, as a result, we need a process by which to temporarily close a unit to admissions.

The Employer and the Association recognize the legal and ethical obligations of a nurse pursuant to the Minnesota Nurse Practice Act.

If a nurse believes an assignment is unsafe, it is expected that the nurse will identify the reason(s) she/he believes the situation is unsafe, what would make the assignment safe, and actively participate in the resolution of the concern(s).

A charge nurse/team leader may notify the manager/administrative representative of the need for a delay of up to forty-five (45) minutes in receiving a patient on any unit including non-critical care patient by the Emergency Department as part of a resolution to staffing resource concerns.

The charge nurse, or designee, will evaluate the following factors to assess and determine the adequacy of resources to meet patient care needs:

- Composition of skill / roles available
- Patient acuity
- Nursing intensity
- Experience level of RN staff
- Unit activity level (admissions, discharges, transfers)
- Staffing resources
- Availability of the RN to accept an assignment at time of anticipated admission
- Current patient care assignments for potential redistribution

If needed resources are in question, the nurse manager / administrative representative will come to the unit and the charge nurse, or designee, and nurse manager / administrative representative, in collaboration with the Emergency Department, PACU, or other transferring unit, will consider the following:

- Ability to facilitate admissions, discharges, transfers (medical staff may be consulted)
- Availability of additional resources
- House-wide census and staffing and current Emergency Department wait time

If actions taken after consideration of these factors do not resolve the issue, the administrative representative and the nurse involved will contact the nurse manager / director on-call. If the issue is not resolved, the nurse manager / director or administrative representative, and with the nurse involved, will contact the Vice President of Patient Care Services or the Chief Operating Officer (COO) to determine if a unit should be closed to admissions for a period of time. It is recognized that certain situations such as community emergencies, EMTALA, or other legally required admissions and situations that would jeopardize the safety of any patient may require a unit to admit a patient. In those situations, the charge nurse, or designee, will continue to work with key decision makers to explore alternative solutions. The charge nurse, or designee, and the nurse manager / administrative representative will complete a Process for Safe Staffing and Assignment of Patients and/or a Concern for Safe Staffing form.

All Process for Safe Staffing and Assignment of Patients and/or Concern for Safe Staffing forms will be reviewed at the Staffing and Scheduling Subcommittee for identification of any additional solutions that could have been utilized, ongoing staffing issues, or trends that may need to be addressed by the management of a unit.

Within sixty (60) days of ratification, the Employer and the Association will jointly conduct mandatory education for staff nurses, union stewards, administrative representatives, patient placement coordinators, and managers on the process for addressing staffing concerns.

Union Proposal 28

ST. MARY'S MEDICAL CENTER DEPARTMENTAL POLICY AND PROCEDURE

SUBJECT: Flight Personnel Weight Requirement

POLICY NUMBER:

SCOPE: SMMC

PAGE 1 of 2

DEPARTMENT: NICU

ORIGIN DATE: March 17, 2010

PRIMARY AUTHOR: Manager and Director, NICU

REVIEWED/REVISED:

APPROVAL COMMITTEE AND DATE: Administrative Policy Committee x/08

WED By: TO BE DETERMINED

PURPOSE:

- I. To define a process to staff the flight needs of St. Mary's NICU as well as monitor and set a maximum weight for nurses who fly, either voluntarily or as a part of their job description, to meet the operational requirements of the flight program.

POLICY:

- I. Nurses who fly either voluntarily or as a part of their job description will not exceed the weight limit as established by the helicopter service including full gear. Applicants for these positions must also meet this requirement.

PROCEDURE:

- I. The flight program requires a minimum of 18 flight-qualified nurses. Of the 18 flight nurses, nine will be assigned to the first and third weekends and the remaining nine will be assigned to the second and fourth weekends. Of the nine nurses on each weekend, there will be an even distribution by shift.
- II. As part of the helicopter crew, flight nurses will be required to weigh in with flight suits in full gear. Weights are due January 1, April 1, July 1, and October 1.
 - A. A NICU provider will monitor the weigh-in.
 - B. The NICU provider will notify the NICU Nurse Manager of any outliers.
- III. If a flight nurse exceeds the maximum weight, she/he will be counseled and given 30 days to comply with the weight limit. During the 30-day period, the nurse will be suspended from performing air transport unless she/he meets the requirements sooner. If the nurse who is placed on a temporary no-flight restriction causes the number of nurses available on any shift to fall below the minimum number two (2) needed to support the flight program, volunteers will be requested to cover the need. If the shift(s) is not filled by a volunteer, the least senior qualified flight nurse will be assigned to cover the need on the next posted schedule.
- IV. If the nurse is still over the maximum weight after the 30-day period, she/he will begin a two-month requalifying period. The nurse will be counseled, provided options, and the

Employee Assistance Program (EAP) will be offered at no charge to the nurse. If the nurse chooses to enroll in the Duluth Clinic Weight Management Program, the organization will support any out-of-pocket expenses of the nurse who successfully achieves the weight limit, up to a maximum of ~~\$500~~ \$1,000 One thousand dollars.

- A. During a requalifying period, the nurse will continue to provide nursing care in the NICU and on ground transport.
- B. If, at any time during the requalifying period, the nurse meets the weight limit, flight status will be reinstated immediately and the requalifying period will terminate.
- C. If the nurse has not met the weight limit but is making satisfactory progress through the Weight Management Program, no further action will be taken for an additional thirty (30) days.
- D. A nurse will be entitled to a maximum of two requalifying periods during a two-year time frame. A nurse who experiences a third episode of non-compliance with the weight limit within the two- (2) year period will be placed on the non-flight list.
- E. If there are insufficient qualified flight nurses as defined by Procedure I, all non-flight nurses will be offered the opportunity to become qualified as a flight nurse.
- F. If there are no volunteers to become a flight nurse, the least senior non-flight nurse will be considered to be laid off and offered all options set forth under Article 35, "Reduction of Hours/Layoff."
- G. A nurse who is pregnant and reaches a point of either exceeding the weight limit or is unable to fly per a physician's order will not be placed in a requalifying program during such pregnancy.
- H. A nurse with a qualifying disability under the Americans with Disabilities Act Amendments Act (ADAAA) will be afforded all rights in accordance with the Act.

Union Proposal 29

**LETTER OF UNDERSTANDING
between
~~ST. MARY'S MEDICAL CENTER, SMDC MEDICAL CENTER (MILLER-DWAN), AND ST.
MARY'S HOSPITAL, SUPERIOR~~
and
MINNESOTA NURSES ASSOCIATION**

~~Carol Tuomi, Licensed Practical Nurse~~

The parties have agreed to the following:

~~Carol Tuomi, LPN will be accreted into the newly combined MNA contract with St. Mary's Medical Center, SMDC Medical Center (Miller-Dwan) and St. Mary's Hospital, Superior.~~

~~Current hourly rate of pay as identified in the Tentative Agreement. This rate will be maintained through September 30, 2013.~~

~~Effective October 1, 2013, her hourly rate frozen (red circled) as identified in the Tentative Agreement, until such time that the scale negotiated on behalf of the represented licensed practical nurses employed by SMMC and SMDCMC would require an adjustment. At that time, Carol's hourly rate, including the longevity rate, would increase to match the rate in effect for those nurses.~~

~~Carol will be compensated at \$4.38 for each hour of off-premises call through September 30, 2014. Thereafter, she will receive any increase to the Call pay rate that may be negotiated on behalf of Duluth's contract LPNs.~~

~~Carol is eligible for the same five hundred dollar (\$500.00) bonus that will be paid to all Registered Nurses each year of the agreement, payable no later than two (2) pay periods after July 1, of each contract year, 2013, 2014, 2015.~~

SIGNED _____

SIGNED _____

For EMPLOYER

For MNA

Union Proposal 30

~~LETTER OF UNDERSTANDING~~

~~between~~

~~ST. MARY'S MEDICAL CENTER, SMD C MEDICAL CENTER (MILLER-DWAN), AND ST.
MARY'S HOSPITAL, SUPERIOR
and
MINNESOTA NURSES ASSOCIATION~~

~~Accelerated FTE Creep~~

~~The following process shall be applied within six (6) months following the date of ratification of this Agreement. The parties will agree to meet in a sub-committee outside of LMC to facilitate this process in a timely manner. After this process is complete, the newly agreed-upon FTE creep language negotiated into this 2016-2019 Agreement will become effective.~~

- ~~1. For each unit, the average number of 8-hour help needs per pay period over the prior six months will be identified. Additional FTEs worked by nurses who have signed temporary work agreements to work above their permanent FTE shall be included as help need shifts. The average will be adjusted to take into account known factors that could operate to skew the average, including, but not limited to, unusual increases in LOAs on a unit during the six-month look-back period or the fact that the unit has one or more nurses already hired but who are not yet on the schedule.~~
- ~~2. The average number of help needs for each unit from #1 above shall be converted to increments of 0.1 FTE. These must fall into a given shift (days, evenings or nights).~~
- ~~3. To the extent that offering 0.1 FTE increments permanently would not result in an increase to the budgeted FTE for the unit and would not adversely restrict the number of nurses on the unit necessary to meet scheduling requirements for all shifts, then each regularly scheduled nurse on the unit being reviewed who has an FTE of 0.6 and who works 8-hour shifts will be offered the opportunity to increase her/his FTE by 0.1 for a new FTE of 0.7. The identified increment must fall within the nurse's designated shift rotation (including nurses with straight shifts, if applicable).~~
- ~~4. Once permanent FTE increments, if any, have been distributed following #3 above, and if additional FTE increments still remain, then each regularly scheduled nurse on the unit being reviewed with an FTE of 0.6 who works 8-hour shifts will be offered the opportunity to increase her/his FTE by 0.1 FTE to create a new, variable FTE of 0.6 – 0.7, so long as the identified increment falls within the nurse's designated shift rotation (this includes nurses with straight shifts, if applicable). This process will continue until each nurse on the unit with 0.6 FTE has been given~~

~~the opportunity to increase and/or until the additional 0.1 FTE increments have all been distributed.~~

- ~~5. After the process in #4 has been completed, the process will be repeated for nurses of 0.7 FTE to add 0.1 FTE to create a new variable FTE of 0.7 — 0.8. Nurses who, under #4 above moved to a 0.6 — 0.7 FTE are eligible to participate in this round as well but their base FTE will remain 0.6 (i.e., new variable 0.6 — 0.8). This process will continue with 0.8 FTE nurses. Nurses holding an FTE greater than 0.8 are not eligible for this Accelerated Creep process. If, after the 0.8 FTE nurses' process has been completed, there remain additional FTEs to be distributed, the process will continue by returning to the nurses now holding variable FTEs.~~
- ~~6. A similar process may be followed for 12 hour nurses.~~
- ~~7. Opportunities for FTE increases under this process, whether permanent or variable, shall be granted by skill mix and seniority at each step in the process (i.e., seniority within the 0.6 FTE nurses, then within the 0.7 FTE nurses, etc.).~~
- ~~8. Nurses adding FTE through this process, whether permanent or variable, will be given a new confirmed work agreement reflecting the change. No nurse can have a variable FTE with more than a 0.2 FTE variation (e.g., 0.6 to 0.8; 0.7 to 0.9). Variable positions will only be offered through the process described in this Letter of Understanding, unless mutually agreed upon. For example, a nurse who leaves a variable FTE position may not be replaced through a posting for a variable position unless mutually agreed to between the Association and the Employer.~~
- ~~9. Variable nurses working within their range will not be treated as working above their FTE for the purposes of Article 33: Temporary Staffing Adjustment—Low Need Days. Variable nurses shall have the lower range of their FTE used as a reference point for Article 34: Reduction of Hours, Layoff.~~
- ~~10. Nurses accepting a variable FTE under this process are still eligible to apply for FTE creep under the provisions of Article 3, Section 8.~~
- ~~11.1. The parties will evaluate the effectiveness of this process during the next annual Staffing Plan review as described in the Letter of Understanding titled "Development of Staffing Plans." After this evaluation, or at any other time, the parties may, by mutual agreement, elect to repeat this Accelerated FTE Creep process should they deem it appropriate.~~

Union Proposal 31

LETTER OF UNDERSTANDING

between

ST. MARY'S MEDICAL CENTER, SMDC MEDICAL CENTER (MILLER-DWAN)

and

MINNESOTA NURSES ASSOCIATION

Designated Resource Nurse

Upon ratification of the 2019 – 2022 collective bargaining agreement, the Hospital will add at least six (6) Registered Nurse FTEs to the Emergency Room Department to be used for Designated Resource Nurses. The Designated Resource Nurse will be an assignment and not a posted position. The Designated Resource Nurse is not counted into the staffing grid and shall not be absorbed into any other position. A process shall be developed by which nursing units can request Designated Resource Nurse FTEs no later than 6 months after ratification.

The purpose of the Designated Resource Nurse is to:

1. support novice staff while they gain the experience and confidence to develop their skills;
2. provide clinical assistance for the bedside nurse when intensity is high;
3. support all staff when new technologies/therapies/interventions are implemented or when other needs are identified by patient care staff.
4. ensure nurses are able to take their 15 minute and 30 minute breaks.

When done well, this will:

1. improve the timely provision of quality patient care;
2. improve overall staff satisfaction;
3. improve the personalized care and service given to patients and their families;
4. improve inter-departmental relationships (EC, lab, and x-ray) by making turnaround processes more efficient;
5. decrease incremental overtime.