

**ESSENTIA HEALTH
ST. MARY'S MEDICAL CENTER, DULUTH
SMDC MEDICAL CENTER (MILLER – DWAN), DULUTH
ST. MARY'S HOSPITAL, SUPERIOR
AND
MINNESOTA NURSES ASSOCIATION**

Employer's First Set of Proposals

June 5, 2019

Essentia Health makes the following proposals for a new collective bargaining agreement to be effective July 1, 2019 unless otherwise agreed:

- E-1 Article 4 – Flexible/Alternative Work Schedules.** Amend to remove reference to double time pay for work in excess of twelve (12) consecutive hours. (Two references: Section 1 and Section 2.)
- E-2 Article 7 – On-Call.** Section 4 – On-Call Compensation: Amend to delete second sentence in the fourth full paragraph (regarding 90 minute extension).
- E-3 Article 12 – Holidays.** Section 3 – Holiday Exemption:
- Amend second paragraph to read as follows:

"Holiday – exempt nurses will identify at the time of vacation signup, on a separate sheet, those holidays they want to work, are willing to work and those holidays ~~won't work~~ they are declining to work. ~~Preference will be given to holiday exempt nurses who request to work a holiday, and each holiday shall be awarded based on seniority.~~"
 - Amend fifth paragraph to read as follows:

"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~~ is required to work the Christmas holiday shall be

compensated at the rate of triple time (3X) the nurse's regular hourly rate, plus the holiday exempt bonus."

E-4 Article 12 – (Holidays), Article 13 – (Personal Holidays), Article 14 – (Vacation), Article 15 – (Vacation/Personal Holiday) and Article 16 – (Sick Leave). Add new provision implementing Employer Non-Contract PTO Plan in lieu of the above provisions for all nurses hired on or after January 1, 2020.

E-5 Article 17 – Leaves of Absence – Medical. Amend Section 1(J), second paragraph, to read as follows:

"However, eligible nurses on a full medical leave of absence shall have the Employer portion of Health and Dental Insurance premiums paid, to a maximum of three (3) months in a rolling calendar year."

E-6 Article 19 – Workers' Compensation. Amend (A) to read as follows:

"Eligibility and Duration: Workers' Compensation is administered in accordance with Minnesota or Wisconsin statutes, as applicable based on the nurse's work location."

E-7 Article 20 – Health Insurance. Delete introductory paragraphs and Section 1 (Health Insurance) and replace with the following:

Eligible employees will be allowed to participate in the Employer's Group Health Insurance Plan on the same terms and conditions under which the Plan is made available to non-contract employees and as may be modified by the Employer from time to time in its discretion. The Employer will provide reasonable notice in advance of the effective date of changes to plan design or premiums. No changes will be made to the design or cost of the insurance plans for nurses that are not also applicable to non-contract employees of the Employer.

E-8 Article 21 – Pension/Retirement. Amend to redefine the "Plan Year" to January 1 through December 31 (beginning calendar year 2020).

E-9 Article 28 – Posting of Positions.

- (a) Amend Section 2 – House-Wide Postings to read as follows:

"The Employer will post new, vacant, and temporary positions covered by this Agreement on ~~the designated posting boards and~~ the Employer's Intranet. The postings shall include the unit, shift rotation, FTE, weekend obligation, on-call status, and necessary qualifications. House-wide postings will be posted for seven days prior to any permanent hiring or permanent transfer of nurses into these positions."

- (b) Amend last paragraph of Article 28 to delete last sentence (regarding sunset) and renew the following paragraph as amended:

"Nurses may be required to remain in a position for ~~nine (9)~~ twelve (12) 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 and shall sunset on that date unless renewed by mutual agreement.~~"

E-10 Article 30 – Change of Status. Amend the bottom two rows/columns to reflect that change of status under the circumstances described does require waiting period.

E-11 Article 31 – Educational Development. Amend Section 2 (Continuing Education, CEUs or contact hours or Approved Workshops, Non-college Courses and other Educational Programs), to read as follows:

"Reimbursement will be at 100%, to a maximum of seven hundred dollars (\$700) per year, to a combined maximum of two thousand one hundred dollars (\$2,100) during a three year contract period. Provided, however, that no more than

four hundred dollars (\$400) in any one year may be used toward membership fees in any organization without express prior authorization from the Employer. Funds in Section 2 will be drawn from the total amount of the yearly allotment defined in Section 1."

[The remainder of Section 1 remains as in current contract.]

E-12 Article 33 – Temporary Staffing Adjustments/Low Need Days. Section 2(I): Amend current two (2) hour prior notice of MTO to one (1) hour.

E-13 Article 53 – Duration and Renewal. Amend to read as follows:

"Except as otherwise herein provided, this Agreement will be in full force and effect as of July 1, 2019 through June 30, 2023 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 in the year of expiration or extension period. 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."

E-14 Letters of Understanding.

1. Longevity Bonus Eligibility Criteria: Update to remove names of individuals no longer employed in the bargaining unit.
2. Flight Requirement for NICU Nurses: Update to remove names of individuals no longer employed in the bargaining unit.

3. Postings of Positions (St. Mary's Hospital of Superior): Delete.
4. Assistant Head Nurses (AHN) Distribution of Off Shifts: Update to remove names of individuals no longer employed in the bargaining unit.
5. Carol Tuomi, Licensed Practical Nurse: Delete.
6. Accelerated FTE Creep: Delete: completed.

E-15 Article 43 - PARKING: New Parking Permit Rates:

- a. Ramps: \$80/month
- b. Surface: \$20/month

The Employer reserves the unconditional right to add to, modify, or withdraw any proposal until a final agreement on a new collective bargaining agreement is reached.

ESSENTIA HEALTH PROPOSALS - REDLINED

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-1

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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

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ARTICLE 7. ON-CALL

Section 4. On-Call Compensation: On-call nurses called in to work shall be paid a minimum of four (4) hours pay at the regular or overtime rate, whichever is applicable, for each call-in. Callback begins and ends when the nurse clocks in and out. Off premises on-call pay shall be suspended during the actual callback hours worked. No nurse shall receive more than twenty-four (24) hours of compensation in a twenty-four (24) hour period.

On-call Hospice Home Care nurses who are required to visit a patient shall receive not less than one (1) hour of pay. The nurse shall be paid for all hours worked, including travel time, at the regular or overtime rate, whichever is applicable.

A Wound Care, Hospice Home Care, EP/Pacemaker Clinic, or Benet Hall nurse who is called at home for purposes of consultation or direction in patient care shall be paid at the appropriate rate of pay in fifteen (15) minute increments.

When the on-call nurse is completing an assignment that extends beyond the end of her/his scheduled shift, such time shall be compensated as overtime. ~~However, once such assignment extension exceeds ninety (90) minutes, she/he will be compensated a minimum of four (4) hours callback as described above.~~

When the on-call nurse is assigned additional work after the end of her/his scheduled shift, the nurse will be compensated a minimum of four (4) hours call-back pay as described above.

Benet Hall nurses called in to work shall be paid at the regular or overtime rate, whichever is applicable.

Section 5. Holiday On-Call: When a nurse is on-call off premises on a designated holiday, such nurse shall be paid at the rate of one and one-half (1½) times the regular on-call rate.

A part-time nurse who is called back on a holiday will be paid holiday pay for a minimum of four (4) hours, in addition to call-back pay.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-3

ARTICLE 12. HOLIDAYS

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~~ those holidays they are declining to work.

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~~ is required to work 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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-4

Article 12 – (Holidays), Article 13 – (Personal Holidays), Article 14 – (Vacation), Article 15 – (Vacation/Personal Holiday) and Article 16 – (Sick Leave) – New Hires.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-5

ARTICLE 17. LEAVES OF ABSENCE -MEDICAL

Section 1. Employee Medical Leave(s) of Absence (Excluding Workers' Compensation):

- J. Health, Dental, Life, and Long-Term Disability (LTD) Insurances: The Employer will maintain its portion of the health, dental, life, and LTD insurance premiums during the first twelve (12) weeks in a rolling calendar year for any of the following individual or combined leaves: Employee Medical (full and intermittent), Family Medical (full and intermittent), and Maternity/ Paternity/ Adoption.

However, eligible nurses on a full medical leave of absence shall have the Employer portion of health and dental insurance premiums paid, to a maximum of ~~six~~three (6~~3~~) months in a rolling calendar year.

The Employer will also maintain its portion of the health, dental, life, and LTD insurance premiums beyond the initial twelve (12) weeks if the nurse has and uses appropriate paid time off at the nurse's authorized FTE.

The nurse must maintain her/his portion of the insurance premium(s).

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-6

ARTICLE 19. WORKERS' COMPENSATION

- A. Eligibility and Duration: Workers' compensation is administered in accordance with Minnesota ~~statute~~ or Wisconsin statutes, as applicable based on the nurse's work location.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-7

ARTICLE 20. INSURANCE

~~A nurse with an authorized FTE of 0.6 or greater shall be eligible to participate in the Employer's insurance plans "B" and "C". After initial enrollment, nurses will be given an opportunity to make changes to certain benefits during the annual open enrollment period designated by the Employer. A nurse will also have an opportunity to make changes to certain benefits if they have a "qualifying event" during the calendar year. (A qualifying event, as defined by the IRS, is a change in an employee's personal life that may impact their eligibility or dependent's eligibility for benefits.)~~

~~The Employer shall have the right to change the insurance carrier, provided there is no interruption in or diminution of benefits.~~

~~Effective January 1, 2019, Plan B will no longer be available to any bargaining unit nurse and benefit eligible nurses will be allowed only to participate in Plan C.~~ Section 1. Health Insurance: Eligible employees will be allowed to participate in the Employer's Group Health Insurance Plan on the same terms and conditions under which the Plan is made available to non-contract employees and as may be modified by the Employer from time to time in its discretion. The Employer will provide reasonable notice in advance of the effective date of changes to plan design or premiums. No changes will be made to the design or cost of the insurance plans for nurses that are not also applicable to non-contract employees of the Employer.

~~Nurses hired on or after January 1, 2017 will not be eligible to participate in Plan B and may only participate in Plan C.~~

~~Nurses moving to Plan C effective January 1, 2019 when Plan B is no longer available or who move to Plan C earlier than that shall receive a lump sum amount of \$750 (less required withholding) to be paid no later than February 1, 2019, provided the nurse is still employed by the Hospital on February 1, 2019.~~

~~Nurses who, during calendar year 2016 are already on Plan C shall receive a lump sum amount of \$375 (less required withholding) to be paid no later than February 1, 2017, provided the nurse is still employed by the Hospital on February 1, 2017.~~

~~No nurse may receive more than one of the lump sum payments identified above.~~

~~A nurse who moves from Plan B to Plan C after the effective date of this Agreement may not move back to Plan B.~~

~~A nurse who is no longer eligible to participate in the Employer's insurance program may be entitled to COBRA benefits.~~

Section 1. Health Insurance:

- ~~A. Health insurance coverage is effective the first of the month following thirty (30) days of employment for nurses who elect to enroll in the health insurance plan.~~
- ~~B. Single Coverage: An eligible nurse electing single health insurance coverage shall pay fifteen percent (15%) toward the cost of the monthly insurance premium.~~
- ~~C. Single Plus One Coverage: An eligible nurse electing single plus one health insurance coverage shall pay twenty-five percent (25%) toward the cost of the monthly insurance premium.~~
- ~~D. Family Coverage: An eligible nurse electing family health insurance coverage shall pay twenty-five percent (25%) toward the cost of the monthly health insurance premium.~~

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-8

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). Effective calendar year 2020, the Plan Year will be January 1 through December 31. 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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-9

ARTICLE 28. POSTING OF POSITIONS

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 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 ~~nineteen~~ **twelve (12)** 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 and shall sunset on that date unless renewed by mutual agreement.~~

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-10

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 and 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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-11

ARTICLE 31. EDUCATIONAL DEVELOPMENT

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 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. Provided, however, that no more than four hundred dollars (\$400.00) in any one contract year may be used toward membership fees in any organization without express prior authorization from the Employer. 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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

E-12

ARTICLE 33. TEMPORARY STAFFING ADJUSTMENT/ LOW-NEED DAYS

Section 2. Steps for Temporary Adjustment in Staff:

NOTE: Sections A-J applies to Duluth 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~~one (21) hour notice will be provided prior to assignment of a MTO.

Essentia Health Duluth/Superior and MNA

June 5, 2019

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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, 2023~~, 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.

Essentia Health Duluth/Superior and MNA

June 5, 2019

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LETTERS OF UNDERSTANDING:

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

Longevity Bonus Eligibility Criteria for Registered Nurses in Home Care, Hospice Home Care, Wound Care, and Clinical Data

During the course of the 2007 contract negotiations, the Employer and the Association agreed to the following longevity bonus eligibility criteria for Registered Nurses in Home Care, Hospice Home Care, Wound Care, and Clinical Data Analyst.

Registered nurses employed in St. Mary's Medical Center Home Care, Hospice Home Care, Wound Care, and as a Clinical Data Analyst on November 7, 2006, were given years of bargaining unit service to determine years of service for the longevity bonus.

Registered nurses hired as a Clinical Data Analyst after July 1, 2007, will be eligible for the longevity bonus.

The following is a list, updated during the 2013 negotiations, of eligible nurses and the bargaining unit service date they were given:

Bates	Margaret R	1-4-1982
Blakeley	Anne B	6-12-2006
Boman	Susan D	8-12-1996
Butorac	Mary K	7-11-1994
Carlson	Sharon G	2-25-2002
Chipman	Marsha J	6-15-1992
Downing	Lori A	10-2-2006
Flaten	Marie S	9-8-2003
Flynn	Nancy J	8-29-1988
Gallagher	Chevon L	9-7-1994

Glinski	Jeanne K	3-16-1995
Green	Daniel A	4-17-2006
Hamski	Kathleen S	8-21-2006
Haugland	Kathleen J	8-21-2006
Johnson	Julie S	3-17-1986
Kuba-Wilson	Laurie A	3-29-1999
Lepak	Marilyn S	2-2-1987
Maghan	Marjorie K	3-3-1989
Olson	Barbara A	6-1-1988
Peterson	Gary V	10-17-1997
Peterson	Renee W	6-8-1981
Plotnik	Linda S	9-8-1993
Rupert	Barbara L	6-3-2002
Salowitz	Kim M	9-18-2006
Simpson	Amy B	5-15-2006
Swanstrom	Therese	6-13-2005

For EMPLOYER

Date: June 11, 2013

For MNA

Date: June 11, 2013

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

Flight Requirement for NICU Nurses

The parties agreed that the SMMC Staffing and Scheduling guidelines will be followed when determining staffing on the NICU. The parties further agree to the following:

1. All nurses hired on or after September 1, 2009, will be required to participate on flight rotations per her/his job description and will not be allowed to opt out of the flight requirement voluntarily.
2. The following is a list of nurses who do not have flight as a requirement of her/his job description, but can choose to volunteer for flight rotation:

Ager, Deb	Berger, Jacki
Bronniche, Terry	Duray, Paul
Friedman, Barb	Grubbe, Naomi
Hall, Beth	Johnson, Jane
Jonasen, Rebecca	Juusola, Kam
	Kallevig, Pam
Kelner, Laurie	Kimball, Chris
Keop, Gayle	Levings, Pam
Likar, Amy	Love, Fred
Ludolph, Ann	
McArthur, Pam	McLaughlin, Priscilla
Monsaas Sayovitz, Jan	
Palmer, Lou	Pettingill, Shelly
Pezze, Mary	
Roseen, Donna	Sandy, Kelly
	Tibodeau, Meg
Valley, Denise	Wondrasch-Nigon, Denise
Wuorio, Sandy	
Bridge, Amy	

3. The minimum number of flight nurses to maintain the flight program is a total of 18 flight nurses. Of the 18 flight nurses, nine will need to be assigned to the first and

third weekend and nine will need to be assigned to the second and fourth weekend. Of the nine nurses on each weekend, there will be an even distribution by shift.

4. When posting internal FTE, rotation, or weekend changes, if the position control requires a flight nurse, such flight requirement will be posted along with the FTE, rotation, or weekend change. A nurse desiring such change in status will be required to take on the flight requirement as her/his work assignment and be subject to the NICU Flight job description.
5. Nurses listed above in item number 2 who choose to take a flight obligation and subsequently desire to no longer fly may bid on open non-flight positions, if available, and opt out of their flight requirement.
6. In order to allow for more flexibility for flight nurses, the goal is to schedule two flight nurses per shift. When determining the necessary skill mix for the NICU in offering MTOs, VTOs, floating, or trades (including Blue Slip Trades), a minimum of one flight nurse must be maintained for each scheduled shift.
7. For holidays, a minimum of one flight nurse will be required to work per holiday shift.
8. If issues arise regarding this Letter of Understanding, the parties agree to meet and discuss the issue and work to a resolution.

**LETTER OF UNDERSTANDING
for
REGISTERED NURSES
Between
MINNESOTA NURSES ASSOCIATION and ST. MARY'S HOSPITAL OF SUPERIOR**

**POSTING OF POSITIONS
2013-2016**

~~For the term of the 2013-2016 Contract Agreement, the Hospital may post evening/night rotation positions.~~

~~Six (6) months prior to the end of the contract there will be an evaluation of these positions at the Local Joint Conference Committee.~~

~~Nurses will be paid at straight night shift differential for all hours worked.~~

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

Assistant Head Nurses (AHN) distribution of off-shifts

During the 2010 negotiations, the scheduling of off shift for nurses working in the AHN role was discussed and new language was written to outline the minimum off shift requirement for this role. However, the details surrounding how this language would be implemented were not discussed thoroughly during contract negotiations, which resulted in a disagreement between the parties. Multiple meetings were held, and the parties reached an agreement that any AHN hired prior to the contract ratification, Friday, September 10, 2010, would have her/his work agreements honored. Nurses hired into the AHN role after September 10, 2010, will follow the contract language. The following nurses were hired into the AHN role prior to September 10, 2010, and are grandmothered/grandfathered into their original AHN confirmed work agreements:

Jan Anderson
Cindy Bonham
Teresa Boysen
Therese Presley
Shawne Sass
Steve Strand

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 these 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.

For EMPLOYER

For MNA

Date: June 11, 2013

Date: June 11, 2013