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Article 7. Pay as proposed March 3, 2020

- A. Wage Scales: The Registered Nurse hourly rates are listed in Wages and Scales.
- B. Differentials:
1. Night Shift: A night shift differential in the amount of three dollars (\$3.00) per hour will be paid for the hours worked between 5:00 pm and 7:30 am. A nurse must work 4 hours consecutive hours between 5:00 pm and 7:30 am to be eligible.
 2. Charge/Team Lead/Resource Differential: A nurse acting in any such role during any shift will be paid \$1.00 per hour for hours worked in such role. Nurses must follow the proper clocking procedures to receive the pay.
 3. Preceptor Pay: There will be two dollars and fifty cents (\$2.50) per hour preceptor pay for all preceptor hours worked.
 4. Flex Pool Pay: Nurses hired to work in the Flex Pool job classification will be paid ten percent (10%) more for all hours worked in the Flex Pool. Nurses with a minimum of two years Registered Nurse experience will receive the differential immediately upon starting in the role. Nurses with less than two years Registered Nurse experience will receive the differential upon satisfactory completion of the Flex Pool orientation.
- C. Weekend Incentive Pay:
1. Employees who work on a non-scheduled weekend are eligible for the weekend incentive pay. Incentive pay applies to employees that have a .50 FTE or greater (40 hours bi-weekly).
 2. The weekend incentive will be 20% of base wages for each hour worked during an extra weekend shift.
 3. For purposes of eligibility for weekend incentive pay, the weekend begins with Saturday's first shift and ends with the completion of the third shift on Sunday.
- D. Extra Shift Incentive Pay: Extra Shift Incentives are paid at the rate of \$10/hour for a day shift and \$15/hour for a night shift. Extra shifts must be at least four (4) hours in duration.
- E. No Pyramiding of Overtime/Premium: With the exception of shift differentials, weekend incentive pay, and extra shift incentive pay, there shall be no duplication or pyramiding of overtime, premium pay or differentials for the same hours, but in each case only the highest rate shall be paid.

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ARTICLE 15. DAILY STAFFING as proposed June 10, 2020

- A. Routine Centralized daily staffing for the following units will be done through the Nursing Services Office: Intensive Care Unit, Progressive Care Unit, Psychiatry, Medical/Oncology, Transitional Care Unit, Surgical, Labor and Delivery, Maternity/Women's, Children's, Neonatal Intensive Care Unit, and Flex Pools. After notice and discussion with the Association, the Employer may include other departments to ensure adequate staffing. Upon request, the Employer will bargain with the Association over the impact of such changes on bargaining unit nurses.
- The Emergency Department will input daily staffing when a shift need is identified.
- B. Designated staff nurses will evaluate and enter unit census, staffing needs, and patient acuity into the electronic scheduling system and will collaborate with the staffing specialist/management representative.
- C. Staffing is completed for a four (4) hour day/evening shift and eight (8) hour night shift. Staffing, census, and acuity information should be entered into the electronic scheduling system and shift management tool (SMT) no later than:
1. Day D1 Shift: 0400
 2. Day D2 Shift: 0800
 3. Evening E1 Shift: 1100
 4. Evening E2 Shift: 1500
 5. Night N1 Shift: 1900
- D. For units subject to centralized daily staffing, the Nursing Services Office (or designee) will contact staff regarding on-call, floating, or low census days at least one and one-half hour (1 1/2) prior to the start of the shift.
- E. Nursing Services and/or Staffing Office will take primary responsibility for contacting nurses to fill additional staffing needs in a unit(s) that is/are not being covered by current staff, when requested to do so by a Charge Nurse, Team Lead or manager/supervisor.
- F. Nurses who are unable to come to work because of illness or other emergency will notify the Hospital in advance of their scheduled shift no later than two (2) hours prior to the start of their shift.

ARTICLE 16. ON-CALL AND CALL-BACK

- A. On-Call:
1. On-Call means that the nurse is required to be available for call back to work.

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2. When the Employer places a nurse on-call it shall pay \$2.00 per hour for time spent on-call.
3. To receive this rate, nurses are required to carry an electronic beeper/pager or leave a telephone number where the nurse can be reached. Otherwise, the nurse has freedom of movement throughout the local area; however the nurse must be able to return to work within 20-30 minutes, department dependent.
4. On-call hours are not considered "regular worked hours" for purposes of overtime or benefit accrual

B. Call-Back:

1. Call-back status occurs when the Employer calls a nurse back into work during an on-call shift
2. When called to work from on-call, a nurse shall be paid time and a half (1.5) her/his regular rate of pay, for hours worked on such call-back. Call-back starts when the nurse reports to work. Nurses are not paid on-call pay during a call-back. Nurses who are on-call and called into work will clock into "call-back" pay for hours worked
3. Nurses called in to work while formally "on call" shall receive a minimum of one hour pay for each such "call-back" with no more than one hour paid per hour worked or no more than one hour paid for an hour on call, (i.e., a nurse gets called in to work and works 15 minutes. Later within that same hour, a nurse is called in again for 15 minutes. Nurse receives one hour of "call-back" pay during any one hour of call.)

ARTICLE 18. LOW CENSUS DAYS as proposed June 10, 2020

- A. There are times when patient activity does not justify the staff scheduled for a particular shift. If such is the case, a Low Census Day (LCD) will be used to affect temporary reductions in the workforce on a unit/department basis.
- B. Requested day off (RDO): Nurses may volunteer for LCD by submitting an RDO
- C. LCDs will only be mandated after all staffing needs have been met.
- D. In the event an LCD is necessary, the following individuals will be mandated an LCD in sequential order:
 1. Extra Shift Staff
 2. A staff member who has volunteered for low census (Requested Day Off (RDO))
 3. Agency/Travel Nurse (within contract parameters)
 4. PRN
 5. Core and long term agency staff according to oldest reassignment date(s)
- E. An employee may be required to float or take "call" in lieu of being canceled through low census and will be assigned according to reassignment date(s).

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- ~~F. An employee may be required to float in lieu of being canceled through low census day.~~
- G. When an LCD or RDO is granted due to low census, paid time off (i.e. vacation, holiday, or personal day) does not need to be used.
- H. When a nurse is given an LCD, RDO, LCD On-Call she/he shall receive credit for the number of scheduled hours of work toward eligibility for and accumulation of contractually provided benefits. Nurses will be credited for one (1) hour of benefitted time for each hour cancelled up to a maximum of forty (40) hours per week. Nurses are responsible to enter such time into the time and attendance system to ensure benefit accruals.
- I. Employees will be assigned a reassignment date for any regularly scheduled LCD, RDO, or on-call shift. (See Article 55 Reassignment).
- J. Mandatory Low Census Day Limit: No regularly scheduled nurse shall be required by the Hospital to take more than ninety-six (96) hours of LCD per every six months. If the nurse with the oldest date of LCD or float on a particular unit and shift has been assigned ninety-six (96) hours LCD for every six months, the nurse with the next oldest date will be assigned the LCD. In any case, the total number of LCD hours shall not exceed ninety-six (96) hours every six months for any regularly scheduled nurse. However, LCD hours resulting from an Act of God, national, state, or local emergency or the suspension of regular services (e.g. suspension of elective surgeries) will not count towards the ninety-six hours of LCD per every six months.
- K. The employer will exercise reasonable efforts to assign additional work hours that may become available to nurses who have experienced low census and who have communicated a desire to replace such hours to their supervisor.

ARTICLE 24. HOLIDAYS as proposed October 9, 2019

- A. Manner of Observance: The following days shall be recognized as designated holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

- B. Holiday Pay:

- 1. Eight (8) hours will be available during the pay period of the effective holiday date based on the employee's hours worked at that time (pro-rated based on FTE status); e.g., 0.9 FTE employee will receive 7.2 hours of holiday hours. Employees who normally work shifts longer than eight (8) hours will only receive up to eight (8)

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- hours of holiday hours. These employees will need to supplement with paid time off hours to be paid for their full shift.
2. Nurses who are required to work on a holiday will receive holiday premium pay of one and one half (1 ½) times her/his usual hourly pay for all hours worked on the holiday.
 3. Holidays shall be recognized on the date they occur. For purposes of this Section, holidays begin at 12:00 a.m. on the holiday and end at 11:59 p.m. on the day of the holiday.
 4. Employees who work in departments or locations normally closed on a designated holiday will automatically be scheduled off. Holidays that fall on a Saturday may be celebrated on the Friday immediately prior to the holiday, and holidays that fall on a Sunday may be celebrated on the Monday immediately after the holiday. Employees must use holiday hours in order for the holidays listed above to be paid.
 5. Employees who work in departments or locations that are not normally closed for a designated holiday and are scheduled to work may request holiday pay on a different day. Manager approval is required.
 6. Any unused holiday hours will be paid out upon termination or change to a non-benefit eligible status.
 7. In a manner consistent with staffing needs, nurses may work fewer than, but shall not be required to work more than, four (4) of the holidays as designated in this Article during any calendar year. New Year's Eve and Day, July 3 and 4, Christmas Eve and Day are linked holidays for scheduling purposes and count as one (1) holiday toward this work requirement.
 8. Bargaining unit nurses who have 25 cumulative years of employment within the Hospital, may annually request to be excused from working one (1) of the holidays within the nurse's holiday rotation during the next calendar year. Such nurse shall choose the holiday and submit their choice in writing to the clinical supervisor no later than 5:00 p.m. on October 31 of the year prior to the year in which they shall have the requested Holiday off.

ARTICLE 25. PAID TIME OFF as proposed March 3, 2020

During the term of this Agreement, bargaining unit employees will be eligible to participate in the Employer's paid time off benefit on the same basis as other non-management Hospital employees. This benefit may, from time to time, be amended at the Employer's discretion, with timely advance notice to the Association

ARTICLE 28. RESIGNATION AND RETIREMENT as proposed March 3, 2020

- A. Resignation: Whenever possible, nurses should give the Employer a minimum of four (4) weeks written notice of resignation of employment. PTO will be paid out 100% upon resignation in one lump sum.

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- B. Retirement: Employees shall be eligible for and covered under the Employer's Retirement Savings Plan, as it may be amended from time to time, in accord with the provisions of the Plan.
1. The Employer will notify the Minnesota Nurses Association of any planned material changes in the Retirement Savings Plan and consult with the MNA from time to time, as necessary, about the Plan.
 2. Upon request, the Employer will furnish information to the Minnesota Nurses Association about the status of the Plan, relating to the compliance under the law, financial viability, or other information necessary for the MNA to represent the bargaining unit employees with respect to this benefit.

ARTICLE 29. Insurance as proposed March 03, 2020

- A. Health, Dental, and Vision Insurance: Employees will continue in their current coverage through 2020. Effective January 1, 2021, employees covered by this Agreement will participate in the Employer's Health, Dental, and Vision Insurance plans on the same basis as other non-contract employees as such plan may, from time to time, be amended at the Employer's discretion with timely advance notice to the Association.
- B. Additional Benefits: During the term of this Agreement, bargaining unit employees will be eligible to participate in the Employer's employee benefit programs not otherwise described herein on the same basis as other non-management Hospital employees as such programs may, from time to time, be amended at the Employer's discretion, with timely advance notice to the Association.

ARTICLE 41. NEGOTIATION TEAM PAYMENT

Proposal withdrawn by the union.

ARTICLE 43. SUCCESSORS as proposed August 28, 2019

Before any sale, assignment, or any other change in ownership, the Employer shall provide the Association with 90 days advance notice in writing of such intended sale, assignment, or any other change in ownership. Whenever possible, the notice shall include the name and address of the prospective purchaser, assignee, and/or their designated agent.

The Hospital shall not use any sale or transfer or other mechanism for the purpose of evading the terms of this Agreement.

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ARTICLE 44. SAFE PATIENT STAFFING

Proposal withdrawn by the union.

ARTICLE 52 ~~INTERNATIONAL~~ LONG TERM AGENCY NURSES

1. The Hospital and Association recognize that the Hospital depends on long term ~~international~~ agency nurses to help maintain adequate nurse staffing. For the purposes of this Article an “~~international~~ long term agency nurse” is one who works at the Hospital pursuant to a contract with an ~~international~~ staffing agency with a duration of not less than twenty four (24) months.
2. ~~International~~ Long term agency nurses, while not covered by the collective bargaining agreement, will be considered part of core staffing and will be required to follow the same staffing and scheduling guidelines (i.e. holiday and weekend rotations) as nurses covered by this Agreement.
3. The Hospital may utilize long term ~~international~~ agency nurses as charge nurses, resource nurses, team leader, preceptors and unit educators after current qualified bargaining unit RNs have been offered and turned down the role. If a long term agency nurse is already working in one or more of these roles as of the date of ratification of this agreement, they may continue to do so for the remainder of their agency contract.
4. As set forth in Article 18, ~~international travel~~ long term agency nurses will share low census days with other Hospital nurses. For purposes of Article 27, Reduction in Force, ~~international~~ long term agency nurse contracts will be terminated prior to implementing a layoff on a nursing unit.
5. The parties have agreed, whenever possible, the Employer should offer employment to long term Agency nurses as permitted by law. Long term ~~International~~ agency nurses who are hired by the Hospital following the expiration of their contract will become part of the bargaining unit and will be given seniority credit of one month for every two months that the Nurse worked at the Hospital as an ~~international~~ long term agency nurse within the bargaining unit.
6. If a vacant position has been posted for ~~thirty (30)~~ forty-five (45) days and there have been no qualified applicants, the hospital is able to fill the position with a long term agency nurse. In the event the position is going to be filled by a Long Term Agency nurse, the position must continue to be posted until the Long Term Agency nurse actually arrives. Should another qualified bargaining unit nurse candidate become available prior to the arrival of the Long Term Agency Nurse, the Long Term Agency Nurse assignment will be cancelled or reassigned to another vacancy.
7. The parties have agreed there is a shared goal to reduce the need for long term agency nurses. This topic will be a standing item at the Labor Management Committee.

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Wages and Scales

Registered Nurse Wage Scale		
Start	27.2500	<u>27.5000</u>
Step 1	27.7950	<u>28.0500</u>
Step 2	28.3509	<u>28.6110</u>
Step 3	28.9179	<u>29.1832</u>
Step 4	29.4963	<u>29.7669</u>
Step 5	30.0862	<u>30.3622</u>
Step 6	30.6879	<u>30.9694</u>
Step 7	31.3017	<u>31.5888</u>
Step 8	31.9277	<u>32.2206</u>
Step 9	32.5663	<u>32.8650</u>
Step 10	33.2176	<u>33.5223</u>
Step 11	33.8820	<u>34.1927</u>
Step 12	34.5596	<u>34.8766</u>
Step 13	35.2508	<u>35.5741</u>
Step 14	35.9558	<u>36.2856</u>
Step 15	36.6749	<u>37.0113</u>
Step 20	38.5086	<u>38.8619</u>
Step 25	40.4340	<u>40.8050</u>
Step 35	42.4557	<u>42.8453</u>

Movement to Scale:

- a. Effective the first full pay period following ratification, each employee who is not yet on the agreed upon scale will receive a 5% increase, or appropriate placement on the wage scale, whichever is less.
- b. Effective the first full pay period January 2021, each employee who is not yet on the agreed upon scale will receive a 5% increase or appropriate placement on the wage scale, whichever is less.
- c. Effective the first full pay period January 2022, each employee who is not yet on the agreed upon scale will receive appropriate placement on the wage scale.

Wages: 3 year contract

Year 2: Effective the first full pay period in July 2021, all employees will receive a 2.25% ATB increase and the wage grids will be adjusted 2.25%

Year 3: Effective the first full pay period in July 2022, all employees will receive a 2.25% ATB increase and the wage grids will be adjusted 2.25%