

**AGREEMENT**

**BETWEEN**

**ST. LUKE'S HOSPITAL**

**AND THE**

**MINNESOTA LICENSED PRACTICAL NURSES  
ASSOCIATION/MINNESOTA COUNCIL 65, AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
LOCAL UNION #105**

**October 1, 2021 - September 30, 2024**

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# LABOR AGREEMENT

BETWEEN

ST. LUKE'S HOSPITAL

DULUTH, MINNESOTA

AND THE

MINNESOTA LICENSED PRACTICAL NURSES ASSOCIATION/MINNESOTA COUNCIL  
65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL UNION #105

October 1, 2021-September 30, 2024

It is hereby agreed between the MINNESOTA LICENSED PRACTICAL NURSES ASSOCIATION/MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #105, hereinafter referred to as "MLPNA/AFSCME" or the "Union", and ST. LUKE'S HOSPITAL of Duluth, Minnesota, hereinafter referred to as the "Hospital" as follows:

## ARTICLE I - SCOPE AND DEFINITIONS

1.1 - This Agreement applies and is limited to all Licensed Practical Nurses functioning as such and employed by the Hospital. The term "Licensed Practical Nurses" shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nurses as a Licensed Practical Nurse. "Nurses" as used hereinafter means such Licensed Practical Nurses. The Hospital recognizes the Union as the exclusive collective bargaining representative of the Licensed Practical Nurses employed by the Hospital.

1.2 - A nurse shall be on probation for the first 520 hours of employment. During this time, such nurse may be discharged without cause. The hospital may extend this probationary period an additional 173 hours worked with mutual agreement between the hospital and the union. A nurse on probation shall be entitled to the rate of pay, and overtime pay, shift differential and holiday benefits provided in this Agreement, but shall be entitled to no other economic benefits set forth in this contract.

1.3 - Definitions

(a) **Full-time nurse** A full-time nurse is a nurse regularly scheduled to work eighty (80) hours in a two (2) week scheduling period, and who shares weekend work and shift rotations.

(b) **Part-time nurse** A nurse regularly scheduled to work an average of sixteen (16) hours, but less than eighty (80) hours, in a two (2) week scheduling period,

and who shares weekend work and shift rotation.

A full-time nurse who, with consent of the Hospital, shifts to a part-time schedule averaging at least forty-eight (48) hours in a two (2) week scheduling period and sharing weekend work and shift rotation, shall be entitled to the benefits accorded a part-time nurse upon commencement of such part-time scheduling.

An unscheduled nurse employed by the Hospital who has completed the probationary period and who then, with consent of the Hospital, accepts a schedule averaging at least forty-eight (48) hours in a two-week scheduling period and sharing weekend work and shift rotation, shall be entitled to the benefits accorded a part-time nurse after continuous employment on such eligible schedule for a period of one (1) month.

A newly-employed, part-time nurse, accepting a schedule averaging at least forty-eight (48) hours in a two (2) week scheduling period and sharing weekend work and shift rotation, shall be entitled to the benefits accorded a part-time nurse upon completion of that nurse's probationary period, except group health and dental insurance benefits shall become effective upon the later of the first of the month following the 90th day of employment, or expiration of the probationary period.

If a part-time nurse refuses to continue a work schedule averaging at least sixteen (16) hours in a two-week scheduling period and sharing weekend work and shift rotation, he/she shall forthwith lose such status. In order to re-qualify for this eligibility, a nurse must first accept a regular schedule of employment meeting this standard of eligibility, and must average sixteen (16) hours, minimum, in each two (2) week scheduling period over a period of three (3) months, at the end of which such nurse will again be eligible for status as a part-time nurse.

(c) **Peak Hour Nurse** The hospital may establish positions, referred to as "Peak Hour Nurses", which regularly work shifts of a duration of less than eight (8) hours. The posting of a Peak Hour Nurse position will specify the shift rotation and weekend commitment of the position. Peak Hour Nurses may be scheduled to work an eight (8) hour shift to meet her or his holiday obligation contained in Article 5 of this Agreement. The Hospital agrees that it will not establish more than fifteen (15) peak hour nurse positions without the consent of the Union.

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

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

- A per diem nurse is not assured the availability of work on a regular basis, but will be required to work eight (8) shifts per four (4) week schedule, if work is available. A twelve (12) hour shift equals 1.5 eight (8) hour shifts. Two (2) of the eight (8) shifts must be weekend shifts if the unit is normally open on the weekend and if work is available. A "weekend" for this purpose only shall

begin at 3:00 p.m. Friday and continue until 7:00 a.m. on Monday. Additional hours may be worked, if available.

- A per diem nurse shall work two (2) holidays per year, and every other year one (1) holiday shall be Christmas, unless the unit is not normally open on holidays.
- A per diem nurse who works on a unit which is not open on the weekends or holidays but is covered by on-call, may work off premise, on call to meet the above requirements. Two (2) 8 hour shifts of on-call duty equal one (1) eight (8) hour work shift. On-call shifts may not be used to meet more than 50% of the required minimums to maintain per diem status.
- Initial orientation, if necessary, will be paid at the regular rate of pay as determined by the nurse's placement on the salary scale, including differentials and overtime.
- The number of per diem nurses shall not exceed 15 without consent of the Union.
- Per diem nurses may be unavailable to work for four (4) weeks each anniversary year. This can be taken in one (1) week increments, but during such periods of time off, a per diem nurse must continue to meet the following weekend work obligations in order to comply with minimum requirements:

TIME OFF IN A FOUR WEEK <u>SCHEDULE</u>	WEEKEND WORK <u>REQUIREMENT</u>
1 week off	2 weekend shifts
2 weeks off	1 weekend shift
3 weeks off	1 weekend shift
4 weeks off	0 weekend shifts

None of these weeks can be taken in the three (3) or four (4) week schedules over the summer as defined annually by the Hospital. This time off does not affect the available vacation shifts for regular full-time and part-time nurses. No more than one (1) per diem nurse per unit can be off the schedule at the same time unless approved by the Hospital. Float pool is considered a unit.

- Per diem positions will be posted and filled in the same manner as any other bargaining unit position.
- Rates of Pay (no bonuses or differentials apply other than as specified in this section):

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Days	\$18.96/hr	\$19.39	\$19.78
Evenings	\$21.01/hr	\$21.49	\$21.91
Nights	\$22.40/hr	\$22.53	\$22.98
Weekends	\$24.09/hr	\$24.63	\$25.12

Holidays 1-1/2 times the applicable hourly rate  
On-call \$6.15/hr

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

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

(e) **Unscheduled Nurse** An unscheduled nurse is a nurse who is neither a full-time nor a part-time nurse. An unscheduled nurse will be paid on the increment scale in accordance with hours worked without a break in service, and the overtime and shift differential provisions of this contract; but shall not be accorded any of the other economic benefits provided in this Agreement.

The following guidelines shall apply to all unscheduled nurses:

(1) Previously employed staff must have a satisfactory performance record, i.e., not currently in the disciplinary process and not excessively absent.

(2) Candidates not previously employed are provided orientation appropriate to their anticipated utilization. Candidates must be able to work full-time during the orientation period.

(3) Unscheduled employees must attend mandatory right-to-know education provided by St. Luke's to maintain an unscheduled status.

(4) Unscheduled employees must work at least one weekend shift and an additional eight (8) hours per month if requested by the Hospital. Prior to the scheduling request deadline, unscheduled employees must notify their scheduler of at least two (2) weekend shifts and two (2) other shifts they will be available to work during the upcoming 4 week scheduling period. If shifts are available, the scheduler will enter one weekend shift and one additional shift on the schedule unless the casual employee mutually agrees to more than those scheduled shifts. An unscheduled employee who is not available for this minimum scheduling status or who has not complied with the notification process of this Article may, at management's discretion, be terminated from unscheduled status.

(f) **Float Nurse** A float nurse is a nurse who is permanently assigned to the Float Pool; Float Nurses work throughout the Hospital as operational needs dictate. Float Nurses shall not be assigned duties for which they are not trained or qualified.

## ARTICLE II - RIGHTS OF PARTIES

2.1 - (a) Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Hospital rules, regulations, retirement and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided.

(b) The Hospital and the Union recognize their duty to negotiate with regard to those matters which are the subject of bargaining under the National Labor Relations Act; but neither party shall be under an obligation to reopen an agreement during its term.

(c) If the Hospital makes substantial changes in the assignments or duties of a nurse which are not mandated by law or regulation or required by technological change, and which significantly alter the role of a Licensed Practical Nurse, the Hospital shall promptly notify the Union of the change and negotiate the change or changes involved. If the parties in subsequent meetings cannot settle the matter, it may be submitted to arbitration by either the Hospital or the Union, and the arbitrator selected under the procedure of Article XIII shall determine whether the questions presented are grievance or interest arbitration matters and decide them accordingly.

(d) While the parties recognize that changing technology, regulations, and standards in rendering patient care are factors to be considered in assigning duties, they also agree that members of the Union shall not be the object of reassignment, reduction of hours, or lay-off apart from the need for such change.

In the event of a reduction in hours or lay-off, the Hospital should notify the Union at least fourteen (14) days prior to its implementation.

In the event a nurse or the Union deems a reduction of hours or lay-off is improper, the matter shall be resolved in the following manner:

First, an effort shall be made to resolve the matter in an informal conference between the nurse or the Union and the Vice President, Nursing or her/his designee.

Second, if either party finds the product of such a conference unacceptable, the matter shall be referred to consideration by conference between the representative of the nurses and the Human Resources Department of the Hospital.

Third, if the matter is still not resolved in committee, then the affected nurse or the Union may file a grievance under the provisions of Article XIII.



When services of LPNs on a station or unit have been reduced under this provision, no unscheduled (casual) nurses, temporary nurses, nor any non-bargaining unit personnel shall be used to perform such service, except as permitted under Section 14.6.

(e) On the other hand, if a portion of an agreement negotiated between the parties be declared illegal or unenforceable, the parties shall meet and negotiate, if necessary submitting their differences to arbitration, in order to resolve the problems created by such declaration of illegality or unenforceability.

(f) The terms "technological change" and "changing technology" shall mean a change in plant or equipment or a change in a process or method of operation for purposes of this Section 2.1.

"Standards" shall mean for purposes of this Section 2.1:

- Any standard of any accrediting agency which accredits the Hospital as a member facility the violation of which would result in the loss of accreditation;
- A recommendation relating to a specific standard of any accrediting agency which accredits the Hospital as a member facility which could result in a loss of accreditation;
- A reduction in the need for staff due to a decrease in patient census; or
- A requirement to change staffing levels due to an act of God, or other cause beyond the Hospital's control.

2.2 - The Hospital, in hiring, promoting, advancing, assigning to jobs or other terms or conditions of employment, agrees not to discriminate against any nurse because of race, color, creed, national origin, religious affiliation, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, age, sexual orientation, membership in the Union, or participation in grievance procedure.

The Union in its representation of nurses and other activities agrees not to discriminate against any nurse because of race, color, national origin, religious affiliation, sex, age, disability, creed, marital status, status with regard to public assistance, sexual orientation, membership or non-membership in the Union or participation or refusal to participate in grievance procedure.

Both parties to this Agreement recognize that St. Luke's Hospital is an Equal Opportunity/Affirmative Action employer.

2.3 - (a) All nurses covered by this Agreement who are or may hereafter become members of the Union shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement.

(b) Any nurse covered by this Agreement who elects not to become a member of the Union shall, as a condition of continued employment, pay to the Union a service fee equal to membership dues. This provision is effective upon the completion of probationary

status.

(c) Any nurse covered by this Agreement who fails to comply with the above provisions will have her or his employment terminated upon the completion of the next full pay period. The Union shall indemnify and hold the Hospital harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of Section 2.3.

(d) The Hospital agrees to furnish to the Union and Local Chapter Chair a list of the names and addresses of all Licensed Practical Nurses employed by the Hospital within thirty (30) days of the effective date of this Agreement. Thereafter, the Hospital agrees to furnish the Union a monthly list of new hires and terminations and nurses on leave of absence.

(e) The Employer agrees to deduct from the salaries of all Licensed Practical Nurses membership dues, or the applicable service fee, for the Union in accordance with the standard form used by the Union, provided that said form is signed by the employee. Such deductions of twelve (12) equal payments shall be forwarded to the Union office together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Union and a nurse over these deductions, the Union will hold the Hospital harmless for the payments made and will handle the dispute without cost to the Hospital.

(f) The provisions of Section 2.3 shall not apply to any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such nurse shall be obligated to pay the service fee required by 2.3 (b) above to a non-religious charity fund, exempt from taxation under Section §501 (c) (3) of the Internal Revenue Code, chosen by the nurse.

2.4 - (a) Special conferences to discuss matters of concern will be arranged between representative(s) of the Union and representative(s) of the Hospital Human Resources Department and Nursing Administration upon request of either party. Such meetings shall be between representatives of the Hospital and not more than four (4) representatives of the bargaining unit plus non-employee representatives of the Union, if desired by either party.

(b) Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Unit members shall not lose time nor pay for time spent in such special conferences, although unit members not scheduled to work during the time special conferences are held shall not be paid to attend.

2.5 - The Hospital will provide bulletin board spaces for posting of meeting notices and related materials.

2.6 - A nurse within fifteen (15) days of any change shall notify Human Resources of any

change in the nurse's name, telephone number, or address.

### **ARTICLE III - HOURS**

3.1 - The normal work week shall consist of forty (40) hours, and the normal work day of eight (8) hours. This is a definition and shall not be considered a guarantee of hours of employment. If a nurse works more than eight (8) consecutive hours, or more than eight (8) hours in a scheduling day, or more than eighty (80) hours in one pay period, such additional hours shall be considered overtime hours for which compensation shall be computed at one and one-half times the regular rate of pay otherwise applicable.

“Scheduling day” is the scheduling period of an individual with regard to a unit or department, and shall commence at 3:30 a.m. and end twenty-four hours later at 3:29 a.m.

Insofar as practicable, available overtime will be offered to nurses on an equitable basis on each floor or unit. Floating will be accomplished first by seeking qualified volunteers who have previously indicated such willingness and, if there are an insufficient number of volunteers, on the basis of rotation on each floor or unit. The Hospital wishes to treat all nurses fairly, and if allocation of overtime and floating is the subject of complaint, the parties will go to special conference procedures to effect an equalization of these duties among the nurses. If the complaint is not resolved in special conference, either party may invoke the grievance procedure.

Nothing in this section prohibits nurses from agreeing to work schedules with shifts of varying duration and/or with varying start and end times.

FLEXIBLE SCHEDULING: The Hospital and an individual nurse may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

(a) The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1 ½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth above in Article III. Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of his/her scheduled work day shall be paid at a rate of time and one-half (1 ½) for all excess time so worked except that for nurses who have agreed to a 12-hour flexible schedule as outlined in this section, hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time.

(b) A nurse shall have the opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The nurse may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that a nurse has agreed to a flexible work schedule and of the type of flexible schedule to which the nurse has agreed. The nurse shall be provided with a copy of this documentation. A nurse electing to work schedules under this Section may revoke such election by giving the Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours provided, however, that in no event shall more than six (6) weeks notice of revocation be required. The Hospital

may also revoke flexible schedules upon the same basis as a nurse.

(c) Shift differential shall be paid for all hours worked except hours between 7:00 a.m. and 3:00 p.m. For shifts ending at 7:30 a.m., there shall be shift differential pay up to 7:30 a.m. For shifts ending at 3:30 p.m., there shall be no shift differential pay until after 3:30 p.m.

(d) Sick leave shall be earned at a rate proportionate to that specified in Article VII for nurses who are not working a flexible schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Vacation shall accrue at the rate proportionate to that specified in Article VI for nurses not working a flexible schedule and shall be granted in a manner to provide a nurse an equal amount of calendar time off as provided in Article VI.

Full time nurses electing to work a flexible schedule shall receive eight (8) hours holiday pay for each of the holidays specified in this agreement. Part-time nurses electing to work a flexible schedule shall receive one (1) hour of holiday pay for each hour worked on a holiday up to a maximum of eight (8) hours daily, in addition to the applicable rate of pay.

(e) Flexible schedules established pursuant to this Section need not be posted under the provisions of Section 3.6 of this Agreement. The Hospital may also establish new positions as a flexible schedule providing for work in excess of eight (8) hours per day to be filled through the usual posting procedures which may not be rescinded without the Hospital's approval. In the event the Hospital desires to refill existing positions in this manner, it is agreed that the conference committee shall be notified of such intent and provided with information as to why such a change is necessary. The Union shall not unreasonably deny such a proposal. The provisions of section (b) shall not apply to any positions established or filled through this process.

(f) The Hospital shall not discriminate against any nurse on the basis that he or she desires or declines to work flexible schedules.

3.2 - When practical, and unless otherwise mutually agreed, the scheduling of nurses shall provide for two (2) consecutive days rest. The Hospital will make reasonable effort to avoid scheduling a nurse more than seven (7) consecutive days without the consent of the nurse with the exception that no more than twice per contract year a nurse may be scheduled eight (8) consecutive days without the consent of the nurse. A nurse scheduled in a manner inconsistent with these principles and desiring an adjustment should give prompt notice to the appropriate person responsible for scheduling in order that appropriate adjustment in scheduling be made if practical.

3.3 - The Hospital will endeavor to give nurses alternate weekends (Friday evenings, Saturday and Sunday) off, except when the giving of such weekends off will have the effect of depriving patients of needed nursing service. In the event that it is necessary for a nurse to work more than two (2) weekends (Friday evenings, Saturday and Sunday) in four (4), such nurse shall be paid an additional eighty dollars (\$80.00) for each extra shift worked on a weekend. The provisions of this Section shall apply to shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. However, for regular full-time employees who

work straight evenings or straight nights, this bonus shall be paid only for shifts worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. This weekend bonus is paid when a nurse works an extra shift. Working beyond a scheduled shift on a weekend is paid at the applicable regular or overtime rate, but is not eligible for the weekend bonus. The only exception is when a nurse works a minimum of four (4) hours beyond his or her scheduled shift. For regular full time nurses and part time nurses regularly scheduled to work sixty four (64) or more hours per pay period, the anti-pyramiding rules of Section 4.8 shall not apply to these premiums. These premiums shall be pro-rated for partial shifts of four (4) hours or more. These premiums shall apply to additional shifts on a regularly scheduled weekend.

The Hospital will consider vacation time, holiday time, funeral leave, jury duty, Administrative Time Off, scheduled time off at the Hospital's request, and low need days as time worked for purposes of computing weekend bonuses under this section. Paid or unpaid sick time, excused time, absent time, and other forms of time off at the employee's request will not be considered as time worked for purposes of computing weekend bonuses under this section.

Nurses shall be paid an additional seventy five cents (\$ .75) per hour for all hours worked during a period of six (6) consecutive shifts commencing with the start of the night shift on Friday (11:00 p.m.) and concluding with the end of the afternoon shift on Sunday (11:00 p.m.).

3.4 - A part-time nurse will be given the opportunity to add to his or her regular hours prior to the employment of any new personnel, provided such nurse is qualified to do the work offered, the nurse is able to accept the entire FTE as posted without exceeding 1.0 FTE and there are no scheduling conflicts.

3.5 - A regularly scheduled part-time nurse, who over a six (6) month period, is consistently scheduled or works within her/his specified unit more than the full-time equivalent (FTE) level for which such nurse was employed, shall upon the request of the nurse have his/her FTE level evaluated. The Hospital 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 positions. If the request appears reasonable, the Hospital will increase the nurses authorized FTE level. The above notwithstanding, no nurse shall acquire a confirmed FTE level greater than 1.0. Any FTE level which is increased by reason of the provisions of this paragraph need not be posted nor will normal posting procedure have application.

3.6 – Unless a vacancy is filled through the Unit Based process, LPN position vacancies will be posted for a minimum of seven (7) calendar days. LPNs currently working at the Hospital shall be given preference over external candidates as provided herein.

Employees in their first six (6) months of employment or transfer to a new position are not eligible to transfer to a position outside their assigned unit without the mutual agreement of the Employee and the Hospital. A nurse in discipline may not be allowed to transfer departments without the consent of the nurse's current manager and the potential new manager.

Applicants for the position shall be considered based on the following factors:

- (a) Seniority of service in the Hospital;
- (b) Ability to perform the work required in the position; and
- (c) Physical fitness as related to the position.

Between applicants having met the minimum qualifications, the Hospital will give first preference to nurses on the unit, then nurses working on other units, and then outside applicants.

The posting shall specify, as a minimum, shift, rotation or permissible rotations for the successful applicant to select from ("Optional Rotation"), FTE or permissible range of FTE for the successful applicant to select from ("Optional FTE"), unit or station and qualifications.

The Hospital shall endeavor to fill all positions as posted; in the event a posting must be withdrawn, explanation will be provided the Union.

3.7 - A full-time nurse who works the day/evening shift shall not be required to work the evening shift before his/her weekend off. This section shall not prohibit a full-time nurse from agreeing to work such a shift.

3.8 - If a nurse transfers from regularly scheduled part-time or full-time to an unscheduled status, the Hospital shall promptly pay such nurse her/his accrued but unused vacation. Other accrued benefits (sick leave, and insurance at the expense of the nurse, and if permitted by the insurer or applicable state or federal statutes) shall be retained on her/his record. Any such benefits shall be restored to the nurse at such time as she/he transfers back to full-time or regularly scheduled part-time status.

3.9 - If a temporary or permanent alteration in shift rotation is needed, the Hospital shall first afford nurses on the affected unit and shift an opportunity to voluntarily accept a different rotation. If there are insufficient volunteers, then the least senior nurse on the particular unit and shift shall be reassigned. In the event additional alterations in shift rotation are necessary, reassignments shall be on the basis of inverse order of seniority of the nurses on the particular unit and shift. A nurse whose shift rotation is involuntarily changed shall be recalled to the original shift when it is again available.

3.10 - Flexible FTE Positions. Positions designated to be Flex Positions will be handled as follows:

- Flexible staffing positions will be designated as such at the time of posting.
- The usual terms and conditions for posting and filling of vacancies in accordance with Article 3.6 of this agreement shall apply.
- Flexible staffing positions will have a designated flexible range of not more than .4 FTE (e.g. .4-.6, .6-1.0, etc.).

- The Hospital will maintain the benefits of such positions at a level equivalent to the highest FTE status of the range.
- Each pay period, nurses will be initially scheduled for the highest FTE status of the range.
- In circumstances of low need, ATO requests will be accepted prior to "flexing down" the scheduled shifts/hours of such flexible positions.
- If subsequent staffing reductions are necessary, nurses in flexible staffing positions will be flexed down.
- Notification of shift reductions shall be accomplished in accordance with Article 4.7
- Any reduction for hours worked that are below the lowest FTE of such flexible staffing positions will be accomplished in accordance with the terms and conditions of this labor Agreement as applicable for non-flexible staffing positions.

#### **ARTICLE IV – SALARY**

4.1 - The basic minimum salaries for all full-time nurses who have completed the educational requirements for licensure as Licensed Practical Nurses in the State of Minnesota are as outlined and to be implemented on the first day of the pay period closest to October 1, of each year.

LENGTH OF SERVICE	EFFECTIVE 2021	EFFECTIVE 2022	EFFECTIVE 2023
Start	\$21.71	\$22.25	\$22.81
After One Year	\$22.57	\$23.13	\$23.71
After Two Years	\$22.87	\$23.44	\$24.03
After Three Years	\$23.15	\$23.73	\$24.32
After Four Years	\$23.53	\$24.12	\$24.72
After Five Years	\$24.14	\$24.74	\$25.36
After Six Years	\$24.49	\$25.10	\$25.73
After Seven Years	\$24.80	\$25.42	\$26.06
After Eight Years	\$25.20	\$25.83	\$26.48
After Nine Years	\$25.53	\$26.17	\$26.82
After Ten Years	\$25.93	\$26.58	\$27.24
After Twelve Years	\$26.79	\$27.46	\$28.15
After Fifteen Years	\$27.44	\$28.13	\$28.83
After Twenty Years	\$28.64	\$29.36	\$30.09

4.2 - Nurses working the evening shifts shall be paid an additional \$1.75 per hour effective 10/01/14, while working such shifts. Nurses in straight evening positions shall be paid an additional \$2.25 per hour differential effective 10/1/2021. Nurses working the night shifts shall be paid an additional \$2.25 per hour effective 10/01/17, while working such shifts. For nurses regularly scheduled to work straight night shifts, the shift differential shall be

\$2.75 per hour effective 10/01/2021. Shift differential shall be paid for all hours worked except hours worked between 7:00 a.m. and 3:00 p.m. For shifts ending at 7:30 a.m., there shall be shift differential pay up to 7:30 a.m. For shifts ending at 3:30 p.m., there shall be no shift differential pay until after 3:30 p.m.

Nurses who have formal work assignments working straight evening or night shifts will receive the shift differential for all hours paid. This includes payment of sick time, vacation time, and PTO.

4.3 - Part-time nurses will be paid at an hourly rate based on the basic minimum salary specified above. They will enjoy the same pro-rated relief and night shift payments as those set forth in this Agreement concerning full-time nurses. They will earn salary increments when total hours of continuous work equal those of a full-time nurse at levels of service specified.

4.4 - The standard work day shall consist of not more than eight and one-half (8 ½) hours consecutive in a twenty-four (24) hour period, with a lunch period of one-half (½) hour and two (2) fifteen (15) minute rest periods.

4.5 - Salary or wage increments earned by a nurse while employed full-time will carry over to part-time employment. Salary or wage increments earned by a nurse while working part-time will carry over to full-time employment.

4.6 - Nurses will not be scheduled to work back-to-back shifts, except in cases of emergency or unless it is mutually agreeable to both the nurse and the Hospital.

4.7 - If a nurse reports for work on an assigned regular shift and is sent home for lack of work, or if a nurse is asked to report and is sent home for lack of work, the nurse shall receive a minimum of four (4) hours pay at the applicable rate of pay.

4.8 - Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for as overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be permitted or duplicated for the same hours worked.

4.9 - Holiday, personal holiday, PTO and vacation hours, and overtime hours actually worked, shall not be included as hours worked in computing overtime.

4.10 - Upon employment of an LPN who has had prior experience as a skilled LPN within the last five (5) years, such nurse shall receive credit for such prior employment for the purpose of placement on the salary schedule, insofar as that experience directly applies to the position into which such LPN is hired.

Nurses who work in the Float Pool shall receive an additional twenty-five cents (\$.25) per hour differential.



4.11 – There may be times when management may designate a specific shift, to be filled within 48 hours, as eligible for a Critical Need Bonus (CNB) as follows:

- The Critical Need Bonus (CNB) amount shall be \$70 per 8 hour shift, pro-rated for a shift that is longer or less than 8 hours.
- The minimum increment of work to receive the bonus is 4 hours.
- Casual staff or staff with an FTE of less than .30 must work at least a .30 FTE in a pay period to be eligible for the CNB for shifts worked beyond the minimum .30 FTE.
- In order to qualify for a CNB, it will be explicitly offered to the employee at the time the shift is offered out by Management, Staffing Office, or Management designee.
- A critical need shift will first be filled by awarding it to staff who can work the shift at the regular straight time rate of pay.
- Overtime, differentials and the weekend bonus, if applicable, are paid on top of the CNB.
- The CNB will be evaluated on a pay period basis to ensure the CNB shift was worked.
- Traded or bargained shifts are not eligible for bonus.
- The CNB shift may be declared and offered up to 48 hours before the shift is to start.
- Employees who pick up a CNB shift must work all scheduled shifts in the pay period to receive the bonus. Ill calls or short notice vacation/PTO will result in removal of the bonus in that pay period unless an equivalent number of shift are picked up in the same pay period.

The Critical Need Bonus will sunset on September 30, 2023 or the expiration of this contract, whichever is later and may be a subject of future bargaining.

4.12 – The Hospital will implement a preceptor program by April 1, 2022. Once the program is implemented, eligible Nurses who are designated as preceptors will receive seventy-five cents (\$.75) per hour for hours worked as a preceptor of bargaining unit nurses.

## **ARTICLE V - HOLIDAYS**

5.1 - The following days shall be considered holidays for the permanent full-time nurse:

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

5.2 - Such holidays will be observed on the days designated by the Minnesota Statutes (except Christmas shall be December 25<sup>th</sup>, New Year's Day shall be January 1<sup>st</sup> and Independence Day shall be July 4<sup>th</sup>) and the holidays will be paid for as such on such designated days of observance; Christmas designation shall run from 3:00 p.m., December 24<sup>th</sup>; to 11:00 p.m., December 25<sup>th</sup>; New Year's Day designation shall run from

3:00 p.m. December 31st to 11:00 p.m. January 1<sup>st</sup>. If the nurse is required to work such holiday, he/she shall receive, in addition to his/her regular hourly pay, extra pay for the hours actually worked on such holiday at the nurse's regular straight-time scheduled wage rate; or the Hospital, at its option, may give such nurse who does work such holiday compensatory time off either four (4) weeks before or four (4) weeks after the holiday on which the nurse is required to work. If the holiday falls during a nurse's vacation, one (1) day shall be added to her or his vacation. A full-time nurse who works during the thirty-two (32) hour Christmas and/or New Year's Day holiday shall be paid at the rate of time and one-half (1 ½) the nurse's regular rate of pay for all hours worked during this period and shall receive one (1) eight (8) hour shift of compensatory straight time off within a four (4) week period before or after the holiday.

5.3 - In addition to the holidays enumerated above, a nurse who has completed twelve (12) months of continuous full-time employment may take, in the year thereafter, two (2) personal holidays of one (1) day each on Monday through Friday when the nurse is on the day shift (if a nurse is never scheduled for a day shift, the nurse may take the personal holiday during the nurse's regular shift). Eligibility for the personal holiday is dependent upon one (1) year of continuous full-time service prior to May 1st of each year. Personal holidays shall be requested at least three (3) weeks in advance of the first date covered by the next scheduling period and consent of the Hospital to such holiday shall not be unreasonably withheld.

5.4 - The Hospital will endeavor to rotate holiday work as equitably as possible among all nurses, and will endeavor not to schedule any nurse for more than four (4) holidays per calendar year.

5.5 - Any part-time nurse (excluding unscheduled nurses and persons employed for not more than ninety [90] days) who works an eight (8) hour shift on a holiday will be paid in addition to the applicable rate for the day worked, eight (8) hours of straight-time pay for the holiday. If, at the request of the Hospital, a nurse works less than an eight (8) hour shift on the holiday, then the nurse will be paid one (1) hour at the applicable rate and one (1) hour of straight-time pay for each hour worked on the holiday.

5.6 - A part-time nurse who works an average of at least forty-eight (48) hours per pay period and who has completed 2080 hours of continuous employment may take, in the year thereafter, one (1) personal holiday on Monday through Friday when the nurse is on the day shift (if a nurse is never scheduled for a day shift, the nurse may take the personal holiday during the nurse's regular shift). Personal holidays shall be requested at least three (3) weeks in advance of the first date covered by the next scheduling period and consent of the Hospital to such personal holidays shall not be unreasonably withheld.

5.7 - Full-time and part-time nurses who work a full extra shift on a day recognized as a Holiday in this Agreement shall receive two and one-half (2 ½) times their regular rate of pay for such extra shift.

5.8 - (a) Notwithstanding the provisions of Section 5.4, full-time nurses with at least 31,200 hours of service shall not be required to work on any of the days specified as holidays by this Agreement, except in the following circumstances. In cases of emergency or unanticipated situations necessitating holiday work, full-time nurses who have accrued

31,200 seniority hours or more may be required to work no more than two (2) of the following seven (7) days during a calendar year: New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. If such assignments are made, nurses on the unit will be assigned holiday work (including on-call status) in order of rotating inverse seniority. The holiday scheduling process developed by the Conference Committee will be utilized in assigning holiday work.

Additionally, notwithstanding the preceding paragraph, those full-time nurses with 37,400 hours of seniority on January 1, 2003 shall not be required to work on any of the days specified as holidays by this Agreement.

(b) Effective October 1, 2005, part-time nurses who have accrued 41,600 seniority hours or more may be required to work no more than two (2) of the following seven (7) days during a calendar year: New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day, except when giving of such holidays off will have the effect of depriving patients of the needed nursing service.

The parties agree to discuss holiday staffing further in an LPN conference committee upon the request of either party.

#### **ARTICLE VI - VACATIONS**

6.1 - Full-time nurses shall be entitled to two (2) calendar weeks of vacation with pay during the first second third and fourth years of continuous employment. Three (3) weeks paid vacation will be granted during the fifth, sixth, seventh, eighth, and ninth-years of continuous employment, four (4) weeks paid vacation during the tenth (10<sup>th</sup>) year of continuous employment, four (4) weeks and three (3) days paid vacation during the fifteenth (15) year of continuous employment and five (5) weeks paid vacation after twenty years of continuous employment. A full-time nurse's eligibility for vacation shall be determined on that nurse's yearly anniversary date. For example, the "yearly anniversary date" of a full-time nurse who most recently commenced work at the Hospital on July 1, 1988, is deemed to be July 1, of each year thereafter.

Vacation accrual shall be based upon regularly scheduled hours worked and overtime hours worked up to a maximum of 2080 hours worked in a vacation period.

6.2 - A full-time nurse and a part-time nurse with .5 FTE or a greater FTE shall be awarded vacation on a bi-weekly basis. With the approval of his/her Department Director, the nurse may use such earned but unused vacation hours immediately. Vacation accrual for a part-time nurse with an FTE of .5 FTE or greater will be granted on a pro rata basis as a percentage of the vacation entitled a full-time nurse.

6.3 - For part-time nurses below .5 FTE who happen to work more than their FTE, May 1 of each year shall constitute the "vacation calculation date" and May 1 through April 30 the "vacation calculation year." After completion of one (1) full year of continuous service averaging at least half-time and after completion of at least 1040 hours worked as a part-time nurse prior to the vacation calculation date, vacation benefits shall be granted a part-time nurse on a pro rata basis as a percentage of the vacation allowed a full-time nurse. Upon working 1040 hours during a vacation calculation year, such a part-time nurse shall

be awarded the vacation hours earned to date which, with the approval of the department director, may be taken immediately. For the remainder of that vacation calculation year, the nurse shall be awarded additional vacation on a biweekly basis.

6.4 - The vacation pay will be at the employee's regular basic straight-time wage rate at the time such vacation is scheduled. The minimum amount of vacation to be scheduled shall be fifteen (15) minutes.

Vacation time off work for the nurse, as distinguished from vacation pay, shall be weeks off schedule to which a nurse is entitled under Section 6.1 of this Agreement.

6.5 - Full-time nurses who have completed one (1) full year of employment and have given proper notice of resignation shall be entitled to pay for all earned but unused vacation hours.

6.6 - Vacations shall not be carried over from year to year except to the extent provided in this Section 6.6.

(a) Full-time nurses shall be allowed to carry over earned but unused vacation hours beyond their yearly anniversary date on the following basis:

(i) A nurse with five (5) or more continuous years of service may carry over 200 hours of earned vacation beyond his/her yearly anniversary date.

(ii) A nurse with less than five (5) but with two (2) or more continuous years of service may carry over 160 hours of earned vacation beyond his/her yearly anniversary date.

(iii) A nurse with less than two (2) years of continuous service may carry over 80 hours of earned vacation beyond his/her yearly anniversary date.

(b) Part-time nurses shall be allowed to carry over into the next vacation calculation year earned but unused vacation hours on the following basis:

(i) A nurse with 10,400 hours or more of continuous service may carry over 120 hours of earned vacation.

(ii) A nurse with less than 10,400 hours but with 4,160 hours or more of continuous service may carry over 80 hours of earned vacation.

(iii) A nurse with less than 4,160 hours of continuous service may carry over 40 hours of earned vacation.

Vacation cash out shall be handled pursuant to St. Luke's Human Resource Policy V-2 (Vacation Cash Out).

6.7 - The hospital will make every attempt to approve or deny the nurse's vacation request within 2 weeks, however, failure to do so will not be subject to the grievance process.

**6.8** Paid Time Off (PTO) - Employees hired after November 1, 2017 with an FTE of .6 or above will participate in the Paid Time Off (PTO) and Short Term Disability (STD) program per St. Luke's policy P-6. Additionally, current employees who exhaust their

sick balance will automatically be converted to the PTO/STD program and begin accruing PTO benefits beginning the next pay period. Nurses will receive a notification that his/her sick bank hours have reached 64 hours or less.

The PTO accrual schedule is as follows:

Years	Days
0 - 4	18
5 - 9	22
10 - 14	26
15 - 19	29
20+	34

*(1 year = 2,080 hours worked)*

A regularly scheduled LPN with a designated FTE of .6 or above will become eligible for Short Term Disability on the first of the month after one calendar year of employment. Short Term Disability is available beginning with the 15<sup>th</sup> consecutive calendar day of medically necessary absence and provides up to 60% of an employee's weekly wage, subject to plan maximums. See Human Resource policy "Paid Time Off (PTO) and Short Term Disability" for more information.

## **ARTICLE VII - INSURANCES AND OTHER BENEFITS**

The medical insurance plans offered by the Hospital and the Hospital contribution for such coverage will be the same as non-contract employees for full-time and part-time nurses who are regularly scheduled an average of forty-eight (48) hours or more per pay period and who elect such coverage. In the event that health and dental insurance benefit coverage, available plans or deductibles change for the majority of all eligible non-contract employees, the LPN bargaining unit members will also be adjusted accordingly.

Such coverage shall become effective on the first of the month following the 30<sup>th</sup> day of employment and will terminate at the end of the month in which employment terminates.

7.1 - The Hospital will provide dental coverage for each full-time nurse, and each part-time nurse who works an average of forty-eight (48) hours per pay period,

The Hospital shall make family dental coverage available to nurses who desire such coverage. Nurses desiring family coverage will be responsible for the payment of required premiums in excess of single subscriber coverage.

7.2 - The Hospital will continue to furnish the dental, hospital and medical coverage for any nurse temporarily absent due to disability through the last day of the month following ninety (90) days. A nurse returning to work from such disability leave will be eligible for dental coverage commencing on the first (1<sup>st</sup>) of the month following such return.

7.3 - Hospital, medical, life and dental insurance coverage ceases at the end of the month in which a nurse terminates employment.

7.4 - Full-time nurses will earn and accumulate sick leave at the rate of one (1) day for every month the nurse is continuously employed until seventy two (72) days (576 hours) of sick leave have been earned and accumulated. So long as a nurse has seventy two (72) days (576 hours) of accumulated and unused sick leave to her/his credit, he/she will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse shall accumulate sick leave at the rate herein specified until he/she has again reached an accumulated credit of seventy two (72) days (576 hours) of accumulated and unused sick leave. No sick leave may be taken until after the first ninety (90) days of employment. The nurse's sick leave credit shall be reduced by the number of regularly scheduled work days on which the nurse is absent because of personal illness, and any day for which a nurse is charged one (1) day of sick leave credit shall be considered the same as a day worked with respect to that nurse's employment record. The Hospital may request reasonable evidence of such illness. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend or day(s) off when the nurse is not scheduled to work unless satisfactory evidence of such illness is presented.

Nurses calling in to take sick leave should notify the Hospital of such intent at least two (2) hours before the beginning of the evening or night shift and at least one and one-half (1 ½) hours before the beginning of the day shift. Failure to provide such notice may result in discipline as determined by the manager.

Abuse of sick leave or short notice PTO for sick purposes shall be grounds for discipline including discharge. Immediately following the use of the fifth (5th) occurrence of sick leave in a calendar year the employer shall meet with the employee to review sick leave procedures and discuss any mitigating circumstances which may exist and are contributing to these absences. Any employee who has more than five (5) occurrences of sick leave in a calendar year may be required to furnish reasonable evidence of such illness (generally a physician's statement). Such requirement shall be for a reasonable period of time, however, generally in increments of ninety (90) day periods.

Failure to furnish such evidence as required will disqualify the employee from receiving paid sick leave for the day(s) in question.

Employees may also be required to furnish a statement from a medical practitioner upon the request of the employer when the employer has reasonable cause to believe an employee has abused or is abusing sick leave.

7.5 - After completion of the probationary period, a part-time nurse averaging at least forty-eight (48) hours per two-week scheduling period and who shares weekend duty and shift rotation shall be eligible to earn and accumulate sick leave benefits with pay for personal illness or disability. Thereafter a part-time nurse shall earn one (1) day of sick leave for each 173.3 hours worked up to a maximum accumulation of seventy two (72) days (576 hours).

7.6 - Unscheduled nurses are not eligible to earn or use previously accumulated sick leave benefits; but when such nurse returns to part-time or full-time status, such nurse can use sick leave previously accumulated.

### **LONG-TERM DISABILITY INSURANCE**

7.7 - The Hospital shall provide all eligible full-time nurses and all eligible part-time nurses as described below, a long-term disability insurance program. The Hospital will pay one hundred percent (100%) of the cost of this insurance. The basic provisions of the plan include the following:

(a) Nurses shall receive sixty percent (60%) of covered monthly compensation up to maximum of Three Thousand Two Hundred Dollars (\$3,200.00) per month of such compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in Article IV of this Agreement, excluding all other compensation. Monthly payments shall be offset by any payments received by the nurse under the Federal Social Security Act, under any employer-sponsored pension plan, under Worker's Compensation or any other offsets set forth in the policy.

(b) Benefits shall be payable in the event of a nurse's disability, as defined in the insurance contract providing the benefits herein, and shall be payable to the later of (i) the day before the disabled person attains the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act, and (ii) the expiration of thirty-six (36) months of Total Disability following the end of the qualifying period.

(c) Nurses shall be eligible the first (1st) of the month after one (1) year of employment. Nurses presently employed by the Hospital who have twelve (12) months of continuous eligible service shall be eligible to participate in the plan effective immediately after enrollment.

(d) Benefits payment will commence after a qualifying period of ninety (90) days of disability.

(e) Coverage is made available subject to the definitions, exclusions and other terms of the insurance policy.

(f) A part-time nurse who is scheduled for forty-eight (48) hours or more per pay period shall be eligible for long term disability insurance.

7.8 - A nurse may transfer up to three (3) accumulated vacation days annually to another employee who is unable to work due to a serious health condition.

### **ARTICLE VIII - LEAVES OF ABSENCE**

8.1 - A leave of absence without pay shall be granted for the following reasons and for the period of time as herein specified:

(a) Personal illness, including maternity disability, up to a maximum of ninety (90) days; and

(b) Child-rearing leave, as distinguished from maternity disability, will be granted

a nurse who is the mother or father of a newly-born infant. In the absence of overriding law or regulation, such leave shall not exceed six (6) months, inclusive of time off for pregnancy and delivery, excluding, however, time covered by maternity disability. This leave shall also be available in instances of adoption.

(c) For critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, husband, wife) a period not to exceed thirty (30) days. Provided, however, in the event it is necessary for a nurse to care (including psychosocial care) for a parent, child or spouse with a serious health condition such leave shall be for a maximum of twelve (12) weeks.

8.2 - A leave of absence for other reasons may be granted by the Department Director at his/her sole discretion.

8.3 - A nurse returning from an authorized leave of absence of three (3) calendar months or less shall return to his/her position held when the leave commenced.

When a nurse returns from an authorized leave of more than three (3) calendar months but less than six (6) calendar months, the Hospital will make reasonable effort to reinstate the nurse to the position held when the leave commenced, but if such position is not available, the nurse will be returned to a position of like status and pay.

A nurse who remains on authorized leave for six (6) calendar months or more will be offered the first available position for which he or she is qualified.

Nurses on leave longer than one year are terminated from that status.

8.4 - Funeral Leaves shall be handled pursuant to St. Luke's Human Resource Policy F-1 as may be modified by the hospital from time to time.

8.5 - Upon reasonable advance notice, and with consent of the Hospital, which consent may not be unreasonably withheld, a nurse will be granted up to three (3) days leave per year, without pay, to attend educational workshops, institutions or seminars for the purpose of professional advancement.

8.6 - Requests for all leaves of absence shall be reduced to writing and shall be approved by the appropriate department supervisor and the Department of Human Resources.

8.7 - Leaves of absence shall not be computed as working time for any purpose except the computation of seniority.

8.8 - A nurse receiving notice of jury duty will promptly notify the Hospital and cooperate in obtaining an excuse from such service when staffing or patient care needs make such a request reasonable. If a nurse is unable to obtain such excuse, the Hospital will pay the nurse called and serving on jury duty the straight time day shift rate of pay the nurse would have earned. If a nurse is released from jury duty, he or she shall promptly call the Hospital, and, if requested, report for duty. This provision applies to petit jury service only.



The maximum period of this payment for jury duty is ten (10) days.

8.9 - The bargaining unit shall be permitted up to twelve (12) days off without pay and without loss of benefits from scheduled work to attend MLPNA/AFSCME-sponsored seminars and conventions. The Union shall designate which LPNs are to receive release time for attendance at any such meetings. Requests shall be submitted when all other scheduling requests are due to the staffing office.

In addition to the 12 days referred to above, Bargaining Unit Officers shall be granted additional unpaid or vacation time off (at the employee's election) to attend Union seminars, conferences or conventions when requests are submitted to the scheduling office when other scheduling requests are due and staffing levels allow such a request to be granted. Moreover, no more than two nurses per unit may be granted leave under this section unless staffing permits. The hospital and the employee agree to make a good faith effort to accommodate these requests.

LPN's on the bargaining committee will be granted administrative time off, holiday time and/or vacation as necessary to attend labor negotiations and special conferences between the Union and the hospital.

#### **ARTICLE IX - EMBLEM**

9.1 - Except when rendered impractical by the nature of their duties, all nurses shall be required to wear an emblem or badge as reasonably prescribed by the Hospital identifying the nurse as a Licensed Practical Nurse.

#### **ARTICLE X - LIFE INSURANCE**

10.1 - The Hospital will provide each full-time and part-time nurse eligible for coverage (.6fte and above) with group term life insurance in the face amount of one and one-half times salary (1.5x), subject to the restrictions and qualifications contained in the Hospital's present life insurance plan.

#### **ARTICLE XI - RETIREMENT**

11.1 - A nurse who is twenty and one-half (20 ½) years of age and has been employed for one (1) year, during which he/she has worked one thousand (1000) hours, is eligible to participate in a retirement plan in effect at the Hospital.

11.2 - Defined Contribution Pension Option. Hospital has established a new Defined Contribution. A current employee hired on or before January 1, 2006, who meets the requirements of the Plan may elect to participate in the new Defined Contribution Option during Hospital's "open enrollment" period in 2005 or 2006, in which event such employee's benefits under Hospital's Defined Benefit Pension Plan shall be "frozen" at current levels; employees who do not elect this option will remain in the current Defined

Benefit Pension Plan. Employees hired or who become eligible after January 1, 2006, who meet Plan requirements will be eligible to participate in Hospital's Defined Contribution Option (fixed option only), but may not participate in Hospital's Defined Benefit Pension Plan.

11.3 - Effective January 2, 2018, the match contribution made by the Hospital to the nurse's 401(k) plan will increase to 25% of the first 4.5% of the nurse's pre-tax contribution, up to the legal limit.

## **ARTICLE XII - DISCIPLINE AND TERMINATION**

12.1 - A nurse shall give the Hospital thirty (30) days notice of termination of employment if he/she wishes to claim terminal vacation pay. The Hospital shall give a nurse two (2) weeks notice prior to termination of employment unless said termination is for misconduct. If the Hospital requests a nurse's immediate resignation for reasons other than misconduct, the nurse shall be paid two (2) weeks salary in lieu of notice. A nurse shall not be disciplined or discharged without cause.

12.2 - In the event a conference is scheduled between a supervisor and a nurse following disciplinary action, or which may lead to future disciplinary action, the nurse shall be entitled to have a representative of MLPNA/AFSCME, or another LPN at the hospital, accompany the nurse and be present during such conference. Formal notification to the employee of disciplinary action shall be in the form of a letter or a disciplinary report form containing the stated reasons for discipline.

12.3 - Verbal warnings, written warnings and suspensions shall become invalid as a basis for proceeding to the next step in the progressive discipline sequence when twenty-four (24) calendar months have elapsed and no further related disciplinary incidents have occurred.

12.4 – A nurse in discipline may not be allowed to transfer departments without the consent of the nurse's current manager and the potential new manager.

## **ARTICLE XIII - GRIEVANCE MACHINERY AND ARBITRATION**

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure. A grievance may be initiated by a nurse, the Union or the Hospital.

13.1 - The following steps shall be taken to settle grievances:

STEP ONE                      Conference between the aggrieved nurse and that nurse's immediate supervisor;

STEP TWO                      Conference between a designated representative(s) of the Union, the

aggrieved nurse and Vice President of Patient Operations and the Director of Human Resources or their designees. The response to this conference shall be written.

13.2 - At Step One, a grievance may be presented orally or in writing. Any grievance carried to Step Two or beyond must be presented in writing.

13.3 - Upon being presented with a grievance at Step One, the responding party shall have ten (10) calendar days in which to render a response, which may be oral or written. The aggrieved party shall then have ten (10) calendar days from the date of receipt of said response in which to give written notice to the responding party of the intent to submit the grievance to Step Two, if the aggrieved party desires to carry the grievance forward. This notice shall contain a brief written statement of the grievance.

The Step Two conference shall be held within ten (10) calendar days of receipt of said notice. The responding party shall then have ten (10) calendar days from the date of the Step Two conference in which to render a response, which may be oral or written.

The aggrieved party shall have ten (10) calendar days from receipt of the Step Two response in which to give written notice to the responding party of the intent to carry the grievance forward.

13.4 - Arbitration - If the aggrieved party desires to carry the grievance forward beyond Step Two of the grievance procedure, the aggrieved party shall have ten (10) calendar days from receipt from the Step Two response in which to give written notice to the responding party of the intention to submit the grievance to arbitration. If within ten (10) calendar days after receipt of this notice the parties cannot agree on the designation of a neutral arbitrator, then the Federal Mediation and Conciliation Service shall be called upon to submit a panel of seven (7) neutral arbitrators. The arbitrators shall be selected from this panel by striking six (6) names, the first strike to be by the Union; the seventh remaining name shall be the arbitrator. The Union and the Hospital shall share equally in the cost of the arbitrator.

The arbitrator shall not add to, subtract from or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement or written interpretations pertaining thereto signed by the parties to this Agreement or their representatives.

The decision of the arbitrator shall be final and binding on the Union, the Hospital and any employee affected in any grievance so settled. There shall be no appeal of the arbitrator's decision by any party to any court, except on grounds specified by statute.

13.5 - No grievance other than a wage claim shall be filed or processed which is based on facts or events which have occurred more than seven (7) calendar days before the grievance is filed. Wage claims must be presented within seven (7) calendar days of the paycheck covering the period during which the facts or events occurred, or the grievance will be dismissed. In no event shall the Hospital's liability exceed fourteen (14) days prior to presentation of the grievance.

13.6 - Any grievance which the aggrieved party does not carry forward within the prescribed time limits shall automatically be closed on the basis of the last disposition, unless the parties have agreed to an extension of time. There shall be no extension of the prescribed time limits except by mutual written agreement of the Hospital and the Union or the affected nurse.

13.7 - Refusal of either party to submit to or appear at grievance conferences at any stage shall result in a loss of the grievance by default of the party so absent.

The neutral arbitrator's fees and expenses, together with the cost of any hearing room shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

13.8 - Grievances may be withdrawn without prejudice and without establishing a precedent at any step of the grievance procedure.

13.9 - Nurses shall have the right to present grievances in person or through a Union representative at the appropriate step of the grievance procedure. Any settlement reached with a grievant without the accompaniment of a Union representative shall not establish a past precedent or create a future practice upon the signatory parties hereto.

#### **ARTICLE XIV - SENIORITY AND LAYOFF PROCEDURE**

14.1 - The provisions of this Agreement shall apply only to Licensed Practical Nurses when they are assigned and working in a job related to a Licensed Practical Nurse's standards and licensure; it shall in no event apply to anyone who may be a Licensed Practical Nurse but is working outside of that occupation as it is customarily known and understood in the nursing profession.

14.2 - For the purposes of this Article, seniority for full-time and part-time Licensed Practical Nurses shall be computed on the basis of paid hours since the most recent date of employment in the Hospital. The Hospital shall prepare on or about the first day of January and of July of each calendar year a seniority list based upon the foregoing provisions which shall be posted on the bulletin board, which shall be final and binding on all persons unless a grievance has been filed within fifteen (15) days of the date of such posting by any individual nurse that such posting is not correct.

14.3 - Nurses shall be laid off in the inverse order of seniority to the extent senior nurses are qualified. In such event, senior nurses shall be permitted to displace junior nurses provided the senior nurse has the ability and training to perform the work and is physically fit to perform the functions of the displaced junior nurse. Recall from lay-off shall be on the basis of seniority of nurses qualified to do the work available.

The Hospital shall give the affected nurses and the Union at least fourteen (14) days advance written notice of such action. To the extent that such notice is not given, the affected nurses shall be paid the salary and accumulation of benefits they would have earned on their respective schedules during such fourteen-day period. This provision shall

not apply to a reduction in force caused by an act of God, catastrophe, labor dispute, government rules and regulations, mechanical breakdown or other cause for which the Hospital could not reasonably be expected to plan in advance. The notice shall be written and given by certified or registered mail and shall specify the future date or contingency when the lay-off will take effect. Mailed notice shall be effective upon mailing. For purposes of this Section, notice mailed to the last address of the nurse made known to the Hospital shall be effective notice.

14.4 - Employee's seniority for any purposes shall be broken and terminated by:

- (a) Voluntarily quitting employment;
- (b) Discharge for cause;
- (c) Failing, within one (1) week to report for work after layoff upon receipt of notice by registered mail;
- (d) Employment by any other employer during a leave of absence;
- (e) Layoff which continues for more than one (1) year;
- (f) Failure to apply for re-employment within the statutory limitation after honorable discharge from the military service;
- (g) Failing to report for work at the termination of a leave of absence or extension thereof;
- (h) Absence due to disability which continues more than one (1) year, provided that if the employee was injured on the job, he/she shall report for work within thirty (30) days after the termination of the period for which statutory compensation is payable.

14.5 - Reduction, low need days. In reducing staff due to diminished number of needed nursing care hours, the Hospital will first attempt to seek volunteers in the Unit and on the shift affected. Nurses who volunteer may at their option take time off as paid days. Those paid days will be the personal floating holiday and vacation days (which can be taken a day at a time).

Nurses on a unit or station willing to volunteer for such days off shall sign up indicating such willingness.

If further reductions are necessary, they will be made by assigning a low need day on a rotation basis in reverse order of seniority on that unit and shift-running through the roster for each low need day. Nurses taking low need days shall be given credit toward all benefits and seniority provided by this Agreement for hours lost. A nurse shall not be required to take more than five (5) mandatory low need days per contract year.

14.6 - Unless a nurse on layoff or reduction in hours is not available, unscheduled nurse, temporary nurses or non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurses whose hours are reduced under this Article or the layoff procedure in Section 14.3.

A nurse to be assigned a low need day pursuant to this Article shall be given at least one and one half (1 ½) hours advance notice before the beginning of the evening or night shift and at least one and one quarter (1 ¼) hours before the beginning of the day shift.

Nurses having hours reduced shall be given first opportunity to the extent practicable for subsequent additional work hours that may become available to replace work hours lost on any unit and shift for which they are trained to work.

14.7 - The Hospital agrees to maintain and pay for single health insurance coverage for any employee who as a result of hours reduced falls below the required benefit accrual, for a three (3) month period following the month in which such reduction becomes effective.

## **ARTICLE XV - ARBITRATION OF CONTRACTS, NO STRIKES OR LOCKOUTS, AND BARGAINING UNIT**

15.1 - The Hospital and the Union agree that the negotiation and resolution of predecessor Contract Agreements have worked to the salutary benefit of the parties, the institution and the covered employees. To the end of continuing and advancing these achievements, the Hospital and the Union have agreed to this Article XV in order to insure continuity of care without risking interruption of nursing care or the disruption of the bargaining unit.

(a) The provisions of this Article XV shall be in full force and effect during the period October 1, 2021 through September 30, 2027.

Effective October 1, 2024, the parties shall negotiate the status of this Article as to whether the provisions shall be continued, modified or eliminated following the expiration date of this Article. If the parties are unable to reach agreement with respect to this Article, the issue may be submitted to arbitration pursuant to the provisions of this Article. The Arbitrator may, in its discretion, delete this entire Article or continue it without modification for one additional contract term beginning October 1, 2027.

In the event the parties are unable to agree by negotiation on the terms of a succeeding agreement to replace, modify or change any contract agreement expiring or reopening prior to September 30, 2027, the provisions of the succeeding contract agreement shall be determined by arbitration as provided in this Article XV. Either party may submit the unresolved issues to arbitration by written notice to the other party.

The Federal Mediation Service shall be requested to submit five (5) names to the parties and the parties shall alternately strike names from the list of five (5) submitted until only one name remains. If the parties are unable to agree with respect to which party shall take the first turn for the purpose of striking a name, it shall be decided by the flip of a coin. The parties shall share equally the fees and expenses of the arbitrator.

The Arbitrator shall conduct a hearing and shall determine any unresolved issues with respect to "wages, hours and other terms and conditions of employment" provided, however, that the Arbitrator shall have no authority to change or eliminate the provisions of this Article XV except as provided in paragraph (a). If there is a dispute as to whether an issue is within the term "wages, hours and other terms and conditions of employment," the Arbitrator shall make determination of the arbitrability of such issue; and if determined to be arbitrable, shall decide the issue on the merits, subject to review of the arbitrability of the question by any Court having jurisdiction. The term "wages, hours and other terms and conditions of employment" shall be given the same meaning for the purpose of this Article

as it has under Section 8 (d) of the National Labor Relations Act, as amended. The Arbitrator shall make an award in writing and the decision shall be final and binding on both parties.

(b) There shall be no strikes or lockouts of any kind whatsoever during the term of this Article XV. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions or Article XV.

(c) The bargaining unit as defined in Article I of this Agreement, namely, all Licensed Practical Nurses, shall continue to be governed by this Contract Agreement and succeeding Contract Agreements for the term of this Article XV. The Hospital shall not file any petition or initiate any proceeding inconsistent with such continued inclusion. The Arbitrator shall have no authority to change or eliminate the provisions of Article XV or the inclusion of said classifications as part of this Contract Agreement and succeeding Contract Agreements.

## **ARTICLE XVI - JOB TRAINING AND DEVELOPMENT**

16.1 - The Hospital agrees to continue providing equal accessibility to monthly unit inservice programs and continuing education programs for both Registered Nurses and Licensed Practical Nurses.

16.2 - The Hospital will also continue to provide equal access to all job related educational programs for both Registered Nurses and Licensed Practical Nurses.

16.3 - Nurses who successfully complete courses required by the Hospital or courses which they attend voluntarily shall be given consideration in filling vacancies for which they are qualified in areas related to the courses attended.

16.4 - Nurses who have accrued 2,080 or more hours of service may receive up to six hundred dollars (\$600.00) per calendar year for tuition, books, and required fees for the following purpose:

- a) Programs, courses and workshops that enhance the nurse's clinical practice skills. Such training may occur with alternative learning methods such as on-line or self-study training which will be considered by management for approval on a case-by-case basis.
- b) Health care related programs for professional development.

The Hospital will develop a process for approving workshops, courses, and programs which will include prior approval by management.

16.5 - The Hospital will pay LPNs for attending staff meetings.

16.6 – Nurses are eligible for tuition reimbursement pursuant to the hospital's Educational Reimbursement -Tuition policy.

## **ARTICLE XVII - ON-CALL PAYMENTS**

17.1 - A nurse who is on call and is required to stay on the premises will be paid at the minimum rate of pay set forth in the Federal Fair Labor Standards Act.

17.2 - If the situation arises at St. Luke's that a nurse is on call but not required to stay on premises, such nurse shall be paid at the rate of one hundred percent (100%) of the higher of the State or Federal minimum wage.

17.3 - Any nurse on call required to be on the premises shall have those hours considered as hours worked for the purpose of computing overtime.

17.4 - Nurses on call who are instructed and required to perform duties during the period of on-call will be paid at the straight time rate or overtime rate of pay, whichever is applicable.

17.5 - On-call hours off the premises will not be considered hours worked and no overtime payments shall be made for such on-call time. A nurse who reports for work on an assigned shift or who is contacted prior to the start of the shift and is not needed due to lack of work may, with the agreement of the nurse and the Hospital, work off premises on call for the duration of that shift with such hours considered as hours worked for seniority and benefits accrual; such hours shall not be considered hours worked for overtime purposes, nor will the provisions of Section 4.7 apply in such instances.

17.6 - Operating room nurses called to work on off-duty, off-premises hours shall be guaranteed a minimum of four (4) hours of work at the applicable rate of pay.

## **ARTICLE XVIII - SUCCESSORS AND ASSIGNS**

18.1 - This Agreement shall be binding upon any successors or assigns of the Hospital, and no terms, obligations, and provisions herein contained shall be affected, modified altered or changed in any respect whatsoever by the whole or partial sale, transfer or assignment of the Hospital, nor affected, modified, altered or changed in any respect whatsoever by any change in the ownership or management of the Hospital.

## **ARTICLE XIX - DURATION AND RENEWAL**

Except as otherwise provided in Article XV, and except as otherwise herein provided, this Agreement will be in full force and effect as of October 1, 2021, until September 30, 2024, 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 September 30, 2024 or any year thereafter, provided either party will have fifteen (15) days after the giving of such notice to the other party within which to present counter-proposals thereto. 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 required by either party in such notice, or otherwise, to the other party, and if agreement cannot be reached under the conciliation provisions of the applicable Federal or State law, then the parties agree that all unsettled issues will either be submitted to arbitration pursuant to Article XV of this Contract Agreement or if not submitted to arbitration pursuant to agreement or statutory provisions, then the applicable provisions (if any) of the last previous agreement between the parties will continue in full force and effect as to the unsettled issues not arbitrated.

It is understood that while either party may present a proposal to modify this Agreement, and the other party shall have the opportunity to present counter-proposals, in subsequent bargaining neither party shall be limited to those propositions set forth in such proposal or counter-proposal.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this \_\_\_\_\_ day of 2021.

ST. LUKE'S HOSPITAL

  
Eric Lohn, Co-President and CFO

1-21-22  
Date

\_\_\_\_\_  
Date

AFSCME MN COUNCIL 65/MLPNA

  
AFSCME Staff Representative

12/22/2021  
Date

\_\_\_\_\_  
AFSCME Local 105 Chapter Chair  
Date

## Letter of Understanding Pension (2002)

This letter is to memorialize that the Hospital's Defined Benefit Plan ("Pension") has been amended so that effective January 1, 2002 the Pension vesting schedule shall be as follows:

0-2 Years of Service	0% Vested
3 Years of Service	20% Vested
4 Years of Service	40% Vested
5 Years of Service	100% Vested

and that the annual cap on pensionable earnings shall be increased to \$80,000 effective January 1, 2004

**ST. LUKE'S HOSPITAL**

/s/ John Strange, President/CEO

**AFSCME/MLPNA**

/s/ Char Brink