

Essentia Health – Moose Lake | MNA
2020-2022 Negotiations

Employer Handout
October 26, 2022

Duration (insert into Article 43): Ratification date through December 31, 2025.

** The Employer reserves the right to change the proposed expiration date, and the effective dates of the year-two and-year three wage increases. The current proposal presupposes that the parties conclude negotiations expeditiously.

All of the redlining and different color font has been removed.

Article 5 – Scheduling

5.1 *Work schedules.* The Employer shall determine and publish the work schedules for the employees covered by this Agreement.

The final schedule will be published at least 28 days prior to the start of schedule. The final published schedule will cover a period of at least two weeks. A temporary or preliminary schedule will be posted for at least 14 days.

Bargaining unit RNs may sign-up for work shifts identified as open on the temporary or preliminary schedule. The scheduler will assign open, requested work shifts based on the following. In the event that more than one (1) nurse signs up for the same work shift, it shall be awarded on the basis of seniority, not resulting in overtime.

- A. Part-time bargaining unit RNs non-overtime
- B. Casual RNs
- C. Bargaining unit RNs on volunteer overtime

Issues regarding how the schedule is created and finalized, including during the period of the temporary or preliminary schedule, are appropriate to address in Labor-Management Committee meetings. The topic of scheduling shall be a standing agenda item for LMC meetings.

5.2 *Overtime.* An employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in the workday or eighty (80) hours during the pay period.

In the alternative, an employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in the workweek or in excess of their scheduled workday. Notwithstanding the previous sentence, an employee is only eligible for time and one-half for hours worked in excess of their scheduled work shift where their scheduled work shift is eight (8) hours or longer.

Only hours actually worked shall count as hours worked for purposes of overtime. PTO hours used, jury duty, bereavement leave, holiday pay, and any and all other forms of paid leave (and/or unpaid leave) shall not count as hours worked for purposes of overtime. Off-premises on-call hours shall not count as hours worked for purposes of overtime. Standby hours shall not count as hours worked for purposes of overtime.

- 5.2.1 The Employer will provide an employee with advance notice prior to changing the employee from one overtime standard to the other. Such advance notice shall be a minimum of four (4) weeks prior to publication of the work schedule that includes this change. Nothing in this section shall be interpreted to preclude the employee from mutually agreeing to such change with less notice.
- 5.3 *No duplication or pyramiding.* There shall be no duplication or pyramiding of rates of pay in any situation, whether it involves overtime, any form of premium pay, or any combination of overtime and any other form of premium pay.
- 5.4 *General pattern of scheduling.* The general pattern of scheduling will be as identified in paragraphs (1) and (2) below. Exceptions to the general pattern of scheduling as identified in paragraphs (1) and/or (2) below may occur where an employee volunteers or agrees to a scheduling pattern that is different, or in situations where the application of the general pattern(s) would have the effect of depriving patients of needed care or service.
- (1) Days off during a two-week period will include at least every other weekend off. Twelve-hour shift nurses will not be required to work more than two (2) out of every six (6) consecutive weekends. Notwithstanding the previous sentence, it is understood that a nurse who works a mix of 8-hour and 12-hour shifts may have a general pattern of scheduling in which they have every other weekend off.
 - (2) Employees shall not be scheduled to work more than seven (7) consecutive days without the employee's consent. A nurse will not be scheduled to work 12-hour shifts on more than three consecutive calendar days; however, a nurse can be scheduled for 12-hour shifts on four consecutive days once every (3) months.
- 5.5 *[Reserved for future use]*
- 5.6 *Extra work shifts/hours.* This Section shall apply in the case of a work shift/hours that become available after the final schedule is posted.

If the Employer decides to fill such work shifts/hours, the Employer or Charge Nurse will seek to secure additional staff by attempting to contact nurses in the order outlined below. This may be by sign-up sheet or another method that permits the nurses the opportunity to request or volunteer. In the event that two or more nurses within the same numbered category below request or volunteer for an open work shift/hours within the established or recognized timeframe, the nurse with the most seniority will be assigned the work shift/hours.

- (1) Qualified RNs who work in the department of the extra work shift/hours (including inter-department RNs as to that department and cross-trained RNs as to that department) where granting the work shift/hours would *not* put them into an overtime or premium pay situation.
- (2) Qualified RNs from other departments who can perform all of the needed work where granting the work shift/hours would *not* put them into an overtime or premium pay situation.

- (3) Qualified casual employees or temporary employees – in the sequence determined by the Employer – where granting the work shift/hours to them would not put them into an overtime or premium pay situation.
 - (4) Qualified RNs who work in the department of the extra work shift/hours (including inter-department RNs as to that department and cross-trained RNs as to that department) where granting the work shift/hours would put them into an overtime or premium pay situation.
 - (5) Qualified RNs from other departments who can perform all of the needed work where granting the work shift/hours would put them into an overtime or premium pay situation.
 - (6) If no nurses requested or volunteered for the open work shift / hours within the established or recognized timeframe, such work shift / hours may be filled on a first-come, first-serve basis regardless of the overtime / premium status of nurse and without regard to seniority.
- 5.6.1 The process set forth in Section 5.6 shall not apply for work shift/hours that are identified as open / available on the final posted schedule. Such work shift / hours may be filled on a first-come, first-serve basis; a sign-up sheet may be utilized by the department to facilitate this.

The Employer may choose to send the nurses a communication, advising them that a work shift/hours identified as open / available on the final posted schedule still remains open, and asking for volunteers by a stated deadline for response. If the Employer does this, the procedure in Section 5.6 will be followed.

- 5.7 If the work shift/hours are not filled through the procedure set forth in Section 5.6 above and are not filled otherwise, and the Employer still desires to fill the work shift/hours, the Employer will require the least senior registered nurse currently on duty in the department of the extra work shift/hours qualified to fill the need to remain at work to fill the work shift/hours on a rotating (take turns) basis.

5.8 *Scheduling of nurses for extra weekend.*

- 5.8.1 If there are open work shifts for a weekend, such open work shifts will be assigned on a rotating (take turn) basis among the registered nurses who are in the department matching the work shift that needs to be assigned and for whom it is not their normal scheduled weekend to work, provided that, in order to be part of the rotation and assigned an open work shift under this section, the registered nurse must be qualified and capable of performing the needed work on an independent basis.
- 5.8.2 For purposes of this Section 5.8, an inter-department RN is subject to assignment of an open weekend work shift only in the same department as their normal scheduled weekend to work.

For purposes of this Section 5.8, registered nurse who is cross-trained in the department of the work shift that needs to be assigned is not in the department matching the work shift that needs to be assigned. In other words, an RN who is cross-trained in the department of the open weekend work shift that needs to be assigned will not be assigned to that open week work shift.

- 5.8.3 A work shift that was volunteered-for or assigned to a registered nurse as an extra weekend work shift will count in the rotation.
- 5.8.4 Notwithstanding the previous sentence, if a registered nurse calls-in absent for their extra weekend work shift (whether it had been volunteered-for or assigned), that work shift does not count in the rotation. Given that the registered nurse did not actually work this extra weekend shift, it shall not be treated as counting in the rotation.
- 5.9 Except where required because of extraordinary circumstances, no registered nurse will be required to work greater than sixteen (16) consecutive hours.
- 5.10 *Rest Breaks.* RNs will normally receive a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. RNs who choose not to take a rest break, or are unable to take a break, will not be permitted to take the break at the end of the shift so as to leave early.
- 5.11 *Meal Breaks.* RNs working more than six (6) hours per shift will be provided a thirty (30) minute unpaid, uninterrupted meal break. In the event an RN is unable to take the meal break at the scheduled time due to staffing levels, patient census, or other necessary reasons, the affected RN shall notify the supervisor or department manager. The supervisor or manager shall attempt to reschedule the RN's meal break for a mutually agreeable time later in the scheduled work shift. If the supervisor or manager is unable to reschedule the meal break, the scheduled duration of the meal break shall be considered as time worked.
- 5.12 *FTE Creep.* A regularly-scheduled part-time nurse who is normally scheduled or consistently works additional shifts on top of their authorized FTE may, after six months, request that their FTE be increased. The Employer will consider the nurse's request and the surrounding circumstances, and will consider and determine whether the nurse's FTE may be increased and, if so, by how much additional FTE.
- 5.13 The parties agree that scheduling issues and concerns are appropriate for discussion in Labor-Management Committee meetings.
- 5.14 *Confirmation of appointment.* Upon employment by the hospital, the RN will receive a written confirmation of appointment stating the job classification or job title, start date, department(s), wage rate, overtime standard, and FTE.
- 5.15 Assignment of RNs to on-call shall not be used as a substitute for scheduled staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

On-call shall be distributed equitably among those nurses assigned to on-call.

As of *[insert first effective date of collective bargaining agreement]*, there is mandatory on-call in the surgery and home care departments. It is understood that the Employer may continue to assign mandatory on-call to RNs holding positions in these departments.

During the term of the *[insert first effective date of collective bargaining agreement]* through *[insert expiration date]* collective bargaining agreement, the following shall apply with respect to departments other than surgery and home care.

- (1) A nurse in such department who volunteers for or agrees to have mandatory on-call may be assigned to mandatory on-call.
- (2) If mandatory on-call is part of the nurse's confirmation of appointment, then the nurse may be assigned to mandatory on-call.
- (3) Apart from the nurses who are in the surgery and home care departments, or who volunteer for or agree to have mandatory on-call, or who have mandatory on-call as part of their confirmation of appointment, the Employer will not implement mandatory on-call except by mutual agreement between the Employer and the Union.

Nothing in this Section 5.15 shall be interpreted to undermine the Employer's ability to have nurses be on standby status as set forth in Article 26 of this Agreement.

Article 6 – Wages

6.1 *Wage scale.*

Effective *[insert first day of second full pay period commencing on or after ratification date]*, the minimum wage rates for employees covered by this Agreement are set forth in Appendix A.

Effective the first day of the first full pay period commencing on or after January 1, 2024, there shall be a 2% wage increase. Effective the first day of the first full pay period commencing on or after January 1, 2025, there shall be a 2% wage increase. The minimum wage rates appearing in Appendix A for employees covered by this Agreement shall be updated accordingly.

6.2 *Step Increases.* An employee shall receive a wage increment (or step increase) upon reaching the applicable number of compensated hours as set forth in Appendix A.

Such compensated hours for purposes of this section shall not include off-premises on-call hours, but shall include **on-premises on-call hours, standby hours**, low need hours, all hours worked, PTO time used, paid jury duty leave, and paid bereavement leave.

All step increases shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable compensated hours benchmark.

The Employer's obligation to implement step increases shall terminate as of the stated expiration date in Article 43, or the expiration date of any contract extension. The Employer

shall have no obligation to implement step increases after the expiration of this Agreement or any contract extension(s).

6.3 *Shift Differentials.* Employees will be paid shift differentials as follows:

6.3.1 *Evening shift differential.* The evening shift differential shall be \$1.40 per hour for hours worked between 3:00 p.m. and 11:00 p.m., provided that a majority of the hours worked by the employee were between 3:00 p.m. and 11:00 p.m. Notwithstanding the previous sentence, if the nurse works twelve or more consecutive hours, the majority-of-hours requirement does not apply; the nurse in this instance receives the evening shift differential for all hours worked between 3:00 p.m. and 11:00 p.m.

6.3.2 *Night shift differential.* The night shift differential shall be \$1.85 per hour for hours worked between 11:00 p.m. and 7:00 a.m., provided that a majority of the hours worked by the employee were between 11:00 p.m. and 7:00 a.m. Notwithstanding the previous sentence, if the nurse works twelve or more consecutive hours, the majority-of-hours requirement does not apply; the nurse in this instance receives the night shift differential for all hours worked between 11:00 p.m. and 7:00 a.m.

6.3.3 *Weekend shift differential.* The weekend shift differential shall be \$1.00 per hour for hours worked from the start of the night shift on Friday night through the end of night shift starting on Sunday night, provided that a majority of the hours worked by the employee during a work shift was within this time period.

6.3.4 The shift differentials set forth in this Agreement shall apply and be paid only for hours actually worked, and shall not apply or be paid for PTO or any other type of paid leave.

6.4 The Employer shall abide by the following:

6.4.1 *Standby pay.* Standby pay shall be 100% of the State or Federal minimum wage rate, whichever is higher, for each hour the employee is on authorized standby. Notwithstanding the previous sentence, standby pay for a work shift on a holiday as identified in Section 9.1.1 of this Agreement shall be time and one-half the normal standby pay rate for each such hour the employee is on authorized standby. When an employee on standby commences actually working, the employee shall not receive pay at the standby rate on top of the employee's pay for performing work.

6.4.2 *On-premises on-call.* On-premises on-call pay shall be 100% of the State or Federal minimum wage rate, whichever is higher, for each hour the employee is on on-premises on-call. Notwithstanding the previous sentence, on-premises on-call pay for a work shift on a holiday as identified in Section 9.1.1 of this Agreement shall be time and one-half the normal on-premises on-call pay rate for each such hour the employee is on on-premises on-call. When an employee on on-premises on-call commences actually working, the employee shall not receive pay at the on-call rate on top of the employee's pay for performing work.

6.4.3 *Off-premises on-call.* The rate for employees who are off-premises on-call shall \$6.00 per hour for hours spent on off-premises on-call. When an employee on-call is actually

called to work, the employee shall not receive pay at the on-call rate on top of the employee's pay for performing work.

- 6.4.4 *Charge pay.* A nurse who is assigned to and works as charge nurse in the hospital will, for those particular hours, receive an additional \$1.60 per hour.
- 6.4.5 *Preceptor pay.* A nurse who is designated as a preceptor shall receive an additional \$1.00 per hour for the authorized hours spent actually precepting bargaining unit nurses.
- 6.4.6 *Baccalaureate pay.* A nurse who has received a baccalaureate degree in nursing will receive an additional \$0.20 per hour. To receive baccalaureate pay, the nurse shall furnish proof of such degree.
- 6.4.7 *Certification pay.* A nurse who holds a current, approved certification as designated by the Employer will receive an additional \$0.20 per hour. The certification must not be part of the RN's job requirements for their position. A nurse shall be eligible to receive only one increase to the nurse's base rate of pay as the result of maintaining a current, approved certification. The nurse must provide a certificate of completion and ongoing renewal to the Employer. The nurse must remain current on their certification in order to continue receiving the certification pay. Recertification must occur prior to the expiration date of the certification. Any lapse in certification will result in the discontinuance of certification pay until the certification is reinstated.
- 6.4.8 When a nurse is required to use their own vehicle for patient home visits or other Employer business, mileage for the use of the nurse's vehicle will be reimbursed in accordance with Employer policy.
- 6.4.9 *Extra weekend work shift bonus.* Except as noted below, full-time and regularly scheduled part-time registered nurses who work a weekend shift(s) on their regular unscheduled weekend will be paid nine dollars (\$9.00) per hour for all additional weekend hours worked on the extra shift(s). The provisions of this section shall only apply to work shifts for which the majority of hours worked are between the hours of 11:00 p.m. Friday and 7:00 a.m. Monday.

In order to qualify for this bonus, the employee must work the entire scheduled shift, unless the Hospital agrees to a partial work shift, and the nurse must work all of their other scheduled work shifts during the pay period. In addition, any nurse who calls in absent during the pay period will forfeit the weekend bonus equal to the number of PTO/absent hours for the absence taken during the pay period unless the absence is related to COVID-19, a workplace injury or illness, or a day taken under the Family and Medical Leave Act.

Following is a non-exclusive, illustrative list of examples when a nurse does not qualify for the extra weekend work shift bonus.

- The nurse works the weekend work shift as the result of a trade or shift exchange with their co-worker, or as the result of agreeing to substitute or cover the weekend work shift for their co-worker.

- The work shift is part of the nurse’s regular work schedule (e.g., a Friday night work shift where the nurse regularly works on Friday nights or a Sunday night work shift where the nurse regularly works Sunday nights).
- The nurse was called-in to work while on-call during the weekend.

This experience credit language was previously TA’d.

6.5 Upon the employment by the hospital of a full-time or part-time nurse who has prior experience as a professional nurse, either in some other hospital or during a period of prior employment by the hospital, the hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the hospital deems reasonable to the previous experience of the nurse. This credit will be considered as the equivalent of employment in the hospital. This credit shall be considered only in the classification of salary grade and shall not be considered in determining fringe benefits.

6.6 A higher rate than the minimum wage rate set forth in Appendix A may be paid to the employee if the Employer so desires.

This entire article is now numbered as Article 32 at the request of the Union.

Article 32 – Insurance

Section 32.1 covering health insurance language was previously TA’d.

32.1 A nurse with an authorized FTE of 0.6 or greater shall be eligible to participate in the Employer’s health insurance program under the same terms and conditions as the Employer’s non-contract employees, as those terms and conditions may be modified from time to time.

Health insurance coverage for eligible nurses is effective the first day of the month following date of hire for nurses who elect to enroll in the health insurance plan.

After initial enrollment, nurses will be given an opportunity to make changes during the annual open enrollment period designated by the Employer. A nurse will also have an opportunity to make changes to if they have a “qualifying event” during the calendar year. (A qualifying event, as defined by the IRS, is a change in an employee’s personal life that may impact their eligibility or dependent’s eligibility for benefits.)

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

The Employer will pay 85% toward the health insurance premiums for employee (single) coverage. The Employer will pay 75% of the health insurance premiums for employee-plus-one or family coverage.

32.2 *Dental Insurance.* Eligible employees may elect to be covered by the Employer’s dental insurance program under the same terms and conditions as the Employer’s non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer’s non-contract employees.

- 32.3 *Short-Term Disability Insurance.* The Employer will provide eligible nurses with short-term disability insurance coverage under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees.
- 32.4 *Long-Term Disability Insurance.* The Employer will provide eligible nurses with long-term disability insurance coverage under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees.
- 32.5 *Life Insurance.* The Employer will provide eligible nurses with life insurance coverage under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees.
- 32.6 *Travel Accident Policy.* The Essentia travel accident policy, as updated from time-to-time, shall apply to eligible nurses covered by this Agreement. Changes made to this program shall also apply to employees covered by this Agreement.

This is now numbered as Article 33 at the request of the Union.

Article 33 – Retirement

- 33.1 *Retirement.* Eligible employees will receive retirement plan benefits under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time by the Employer.

Notwithstanding the language in the preceding sentence, for purposes of vesting, contribution level, and participation, the Employer will credit employees who transitioned from the Hospital District to Essentia on 8/1/2020 with years of continuous service since their most recent date of hire with the Hospital District.

Article 37 – Successors or Assigns

- 37.1 In the event of a merger, sale, leasing assignment, divestiture, or other transfer of ownership of the Hospital or one of its patient care facilities in which nurses in this bargaining unit work, the Employer shall notify the Union in writing at least thirty (30) days prior to taking any such action.

The Employer shall provide notice to the other party to the transaction of MNA's status as the representative of the bargaining unit, and shall furnish a copy of this Agreement to the other party, along with the name and contact information for the MNA Labor Relations Specialist assigned to the Hospital.