

Essentia Health – Moose Lake | MNA
2020-2022 Negotiations

Tentative Agreements
As of 10/26/2022 Start of Session

Preamble

This Agreement is made and entered into by and between Essentia Health – Moose Lake (hereafter “the Employer”) and Minnesota Nurses Association (hereafter “the Union”).

Article 1 – Bargaining Unit

1.1 The bargaining unit is defined as follows.

All regular non-supervisory registered professional staff nurses employed by the Employer at its hospital located in Moose Lake, MN, and all regular Home Health RNs employed by the Employer at its Home Health office in Moose Lake, MN; *excluding* casual employees, temporary employees, LPNs, all other professional employees, and supervisors as defined in the National Labor Relations Act, and all other employees.

The Hospital agrees to not challenge the supervisory/managerial status of any bargaining unit member during the term of this Agreement and until a successor agreement is negotiated.

1.2 *Definitions.*

1.2.1 For purposes of Section 1.1 and other provisions of this Agreement, a “*regular*” employee shall be defined as an employee who is regularly scheduled to work a defined number or range of hours per pay period (*i.e.*, who has an authorized full-time equivalent (FTE) status).

1.2.2 For purposes of Section 1.1 and other provisions of this Agreement, a “*casual employee*” shall be defined as any employee who is not regularly scheduled to work a defined number or range of hours per pay period (*i.e.*, who does not have an authorized FTE status). As set forth in Section 1.1, casual employees are not in the bargaining unit and are not covered by this Agreement.

1.2.3 For purposes of Section 1.1 and other provisions of this agreement, a “*temporary employee*” shall be defined as any employee who was hired for a temporary period of time (as opposed to indefinitely). Such temporary registered nurses shall typically be used as a supplement to and not in lieu of Essentia Health registered nursing staff.

Temporary RNs shall have education, prior experience, and adequate orientation to Essentia Health. A temporary registered nurse shall be expected to perform substantially the same functions as Essentia Health registered nursing staff members.

Article 2 – Non-Discrimination / Affirmative Action Statement

- 2.1 It is understood that the Employer is an Equal Employment Opportunity / Affirmative Action employer. Both parties agree that they will not discriminate against bargaining unit members because of age, color, creed, culture, disability (physical or mental), ethnicity, familial status, gender identity or expression, national origin, race, religion, sex, sexual orientation, or other legally-protected status.

Article 4 – Management Rights

- 4.1 The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine standards of performance; to create new job classifications and eliminate existing job classifications; to assign and delegate work; to determine the work which employees are qualified to perform; to discipline employees; to implement, revise, and enforce work rules and other policies; to determine the work schedules for employees and the hours to be worked; to establish the hours of work (number of hours and starting and end times); to determine the number of employees to be employed; to lay-off employees; to hire, classify, and promote employees; to establish the qualifications for various positions and job assignments; to evaluate employees and to determine the qualifications, aptitude, and/or ability of employees for assignment to, employment in, or promotion to the various positions, job assignments and categories of bargaining unit RNs; to discontinue (either temporarily or permanently) some or all of the Employer's operations; to transfer or relocate some or all of the Employer's operations; to determine the methods of compliance with federal and state statutes and regulations affecting the Employer's operations; to determine and implement operations of the hospital; to enter into contracts for the furnishing and purchasing of supplies and services; to change, modify, or discontinue existing operating methods and the equipment used; and to determine the products and services offered. In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement.

Article 7 – Seniority

- 7.1 *Definition.* "Seniority" for purposes of this Article is defined as the total compensated hours accrued by a registered nurse since the nurse's most recent date of employment into the bargaining unit with the Employer.

Such compensated hours for purposes of this section counting toward seniority shall not include off-premises on-call hours. Such compensated hours for purposes of this section counting toward seniority shall include standby hours, on-premises on-call hours, voluntary low need hours, and involuntary low need hours. An overtime hour that is worked shall be counted as one compensated hour.

- 7.1.1 Notwithstanding the definition of "seniority" in Section 7.1, the seniority for employees who were employed by Mercy Hospital as of July 31, 2020, and who became employed by the Employer effective August 1, 2020, shall be calculated as follows for purposes of this Article: For such employees, seniority shall equal their

Hours Paid with Mercy Hospital effective at the end of the day on July 31, 2020 (as specified in the Hours Paid column on the Mercy Hospital August 1, 2020 seniority list), plus their compensated hours with the Employer starting on August 1, 2020 (provided that August 1, 2020 is their most recent date of hire with the Employer).

7.2 *Posting Seniority List.* A revised and up-to-date listing of the seniority for each registered nurse in the bargaining unit will be posted by Essentia Health every month and provided to Minnesota Nurses Association.

7.3 *Termination of seniority.* An employee's seniority shall terminate if the employee:

1. Resigned from employment with Essentia Health;
2. Has been terminated, or has separated from employment in conformity with this Agreement;
3. Retired;
4. Has failed to report for work within five days of being notified that the employee is being recalled from layoff;
5. Has been on layoff for a period of one year;
6. Has failed to return to work from a leave of absence, or has failed to report to work as scheduled following a leave of absence, according to the provisions of Article 15, Leave of Absence;

If continuous service is broken by any of the above, the employee shall lose seniority credit.

7.4 *Probationary period.* A registered nurse will not establish seniority until the nurse has completed a probationary period of six (6) months. Any absences of longer than two consecutive weeks in duration are not counted as part of the probationary period, meaning that the probationary period shall automatically be extended by the length of such absence. The Employer may extend this probationary period for an additional one hundred seventy-five (175) hours. The Employee shall notify the Union when it has extended a nurse's probationary period.

During the probationary period, the nurse may be terminated from employment for any reason, and such action shall not be subject to dispute or constitute a grievance.

Upon successful completion of the probationary period, a registered nurse will be credited with seniority from their date of hire.

Article 9 – Holidays

9.1 Eligible employees will participate in the Essentia Holiday Program on the same basis as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer.

- 9.1.1 Notwithstanding the language in Section 9.1, for purposes of this Article, following are the holidays: New Year's, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.
- 9.1.2 Notwithstanding the language in Section 9.1, employees between 0.50 FTE and 1.0 FTE are eligible for a scheduled day off on the holiday or within eight weeks prior to or eight weeks following the holiday if they are unable to take a scheduled day off on the holiday. The number of holiday hours for this benefit is dependent upon the employee's FTE status at or above 0.50 FTE. The benefit is 8.0 hours per holiday for a 1.0 FTE employee, with the hours prorated for eligible employees between 0.5 FTE and 1.0 FTE. (For example, it is 7.2 hours for a 0.9 FTE employee; it is 6.4 hours for a 0.8 FTE employee, and so forth, down to employees at 0.5 FTE.)

Rather than take a scheduled day off in the period from eight weeks prior to the holiday to eight weeks following the holiday, an eligible employee who is unable to take a scheduled day off on the holiday may request pay for the number of holiday hours for which they are eligible. The same is true for eligible employee whose normal scheduled day off was on the holiday. A request for such payout is subject to supervisory approval, and it is understood that the supervisor will be inclined against approval if the payout will result in the employee receiving overtime or premium pay in the pay period.

Note—An eligible employee who works in a department that was closed on a holiday receives their holiday benefit at that time, and is ineligible to take their scheduled day off on some other day, and it is unnecessary for such employee to make a request for payout.

- 9.1.3 Notwithstanding the language in Section 9.1, employees shall receive time and one-half their straight time regular rate of pay for actually working a work shift on holiday in accordance with this Section 9.1.3. Except for the New Year's holiday and the Christmas holiday, an RN shall receive time and one-half their straight time regular rate of pay for hours actually worked in the period between 12:00 a.m. and 11:59 p.m. on the holiday.

With regard to the New Year's holiday, an RN shall receive time and one-half their straight time regular rate of pay for hours actually worked in the period between 3:00 p.m. on December 31 and 11:59 p.m. on January 1.

With regard to the Christmas Day holiday, an RN shall receive time and one-half their straight time regular rate of pay for hours actually worked in the period between 3:00 p.m. on December 24 and 11:59 p.m. on December 25.

In order to be paid the holiday premium set forth in this Section 9.1.3, the RN must work two or more hours during the holiday (*i.e.*, the hours between 12:00 a.m. and 11:59 p.m. except for Christmas and New Year's day for which it is the hours between 3:00 p.m. the day before the holiday (December 24 / 31) and 11:59 p.m. on the recognized holiday (December 25 / January 1)).

9.2 Holidays will be scheduled in a manner that ensures that all RNs share in working the holidays.

The parties agree that holiday scheduling is an important topic and an issue that lends itself to the development of guidelines and standards by the Labor-Management Committee. Accordingly, the parties hereby agree that the parties will use LMC meetings as the forum to develop protocols, procedures, and parameters with respect to holiday scheduling. Relevant considerations shall include using a seniority-based sign-up system, the interplay between holidays and the nurses' scheduled weekends, objectives with regard to working consecutive holidays or the same holidays in consecutive years, potential groupings of holidays for scheduling purposes, etc.

It is understood and agreed that the LMC will work within the following parameters when developing guidelines and standards on holiday scheduling, and these shall also be followed in the interim.

- The holiday sign-up process will be by seniority, with the details determined in LMC.
- Monday holidays are given precedence to the RNs working the weekend immediately preceding the holiday.
- Cross-trained RNs and inter-department RNs will be scheduled holidays in their primary department or unit (but such nurses would not be prohibited from requesting or agreeing to work some holiday(s) in another department or unit).
- A nurse will not be required to work the same holiday two years in a row, and a nurse will not be required to work more than four (4) holiday shifts per year. However, exceptions to these two parameters can be made in situations where adhering to the parameter would have the effect of depriving patients of needed care or service.

Article 10 – Paid Time Off (PTO)

10.1 Full-time and regular part-time RNs with an authorized FTE of 0.6 FTE or greater will receive paid time off (PTO) benefits under the same terms and conditions as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer. (RNs with an authorized FTE below 0.6 FTE do not accrue PTO.)

10.2 Notwithstanding the language set forth in Section 10.1 above, the following shall apply.

During the term of this Agreement, the following PTO accrual schedule shall be in effect for RNs who are eligible to accrue PTO.

A	B	C	D
Years of Service	Accrual Rate	1.0 FTE Annual Accumulation (8-hour days per year based on 1.0 FTE)	PTO Maximum Balance (Hours)

0 to 1.99	0.06923	18	180
2 to 4.99	0.08846	23	230
5 to 19.99	0.10769	28	280
20 to 24.99	0.11154	29	290
25+	0.11538	30	300

10.3 An eligible RN accrues PTO on a maximum of eighty (80) hours in a pay period; in other words, the maximum credited hours for accrual of PTO is eighty (80) hours in any one pay period.

The PTO maximum balance (*i.e.*, the number of hours in column D corresponding to an eligible RN's years of service) is based upon 1.25 times the annual accumulation. (For example, for an eligible RN with three years of service, the math is 23 days times 8 hours times 1.25 equals 230.) When an eligible RN reaches the applicable maximum balance, the RN does not accrue any additional PTO until such time as the RN's PTO balance drops below the maximum balance, at which time they begin earning PTO again (at least until reaching the maximum balance once more).

10.4 For purposes of the PTO accrual rate, 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.

10.5 *Eligibility for payout of PTO.* An employee will receive pay for accrued but unused PTO upon voluntary separation, provided that the employee gave a minimum thirty (30) calendar days' notice of resignation and worked all scheduled hours during the notice period. Failure to provide this 30-day resignation notice and/or failure to work all scheduled hours during the notice period will cause the employee to be ineligible to receive accrued but unused PTO. An employee who was involuntarily terminated is not eligible to receive any PTO payout upon separation.

It is understood and agreed that an employee is not disqualified from receiving pay for accrued but unused PTO upon voluntary separation where, during the notice period (1) the employee takes low need hours whether volunteer or assigned and regardless of whether the employee is reduced to standby status or relieved of duty entirely for the work shift or its remainder; or (2) the employee missed some scheduled work hours during the notice period, but all such scheduled work hours missed were the result of an injury or illness that prevented the employee from working as supported by documentation from a medical provider; or (3) the employee missed some scheduled work hours during the notice period, but all such scheduled work hours missed were for other valid, substantiated reasons approved by the Employer.

Article 15 – Leaves of Absence

15.1 *Union leave.* An employee may request a union leave to attend union conferences, conventions, meetings, or training. Any request for union leave shall be presented to the Employer in the same manner as a request for Paid Time Off, and, if granted, the employee shall use Paid Time Off for such leave. An employee is eligible to take up to three days off work in a contract year under this Section.

- 15.2 *Jury duty leave.* Eligible employees covered by this Agreement shall be eligible for jury duty leave on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer.
- 15.3 *Bereavement leave.* Full-time and regular part-time RNs are eligible for bereavement leave as set forth in this section. Eligible employees will be granted up to three (3) days of paid leave for scheduled workdays for absences related to the death of a nurse's Immediate Family Member. For purposes of this section, Immediate Family Members are defined as the nurse's spouse, child, parent, step-child, brother, sister, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, step-brother, step-sister and grandparent-in-law. Parent shall mean parent of the employee or spouse whether such parent is the natural parent or step-parent. This paid leave is to be used within 12 months of the Immediate Family Member's death. This paid leave will only be granted for days the nurse is scheduled to work.
- 15.4 *Personal leave.* A personal leave of absence without pay and benefits may be granted for up to ninety days at the sole discretion of the Employer. An additional leave may be granted to a maximum of six months. When an employee returns from an authorized leave, the Hospital will reinstate the employee to the position held when the leave commenced, provided that the employee returns from leave on the scheduled / approved date of the employee's return, and provided that the position is available. If that position is not available upon their return from leave, the Employer will meet with the nurse regarding other potential opportunities.

If a request for personal leave of absence is granted, the Employer reserves the right to require that the employee use some or all of their available PTO. While an employee is on personal leave of absence, the employee is not eligible to receive holiday pay, jury duty pay, bereavement leave, or any other form of paid time-off (apart from the use of PTO). If the employee is participating in the health insurance plan at the commencement of the employee's leave, the employee may continue to participate in the plan during the leave, provided that the employee arranges for and pays for coverage under COBRA. (The Employer's normal contribution towards health insurance premiums would not be made during this period.) The employee would also be responsible for making arrangements to pay the full cost for any other type or form of insurance benefit or coverage during the period of the personal leave.

Article 16 – Tuition Reimbursement and Mandatory Training & Education

- 16.1 *Tuition Reimbursement.* The Essentia Health policy on tuition reimbursement (HR0020), as updated from time-to-time, shall apply to eligible employees covered by this Agreement. Changes made to the program by the Employer shall also apply to employees covered by this Agreement.
- 16.2 Notwithstanding the language set forth in Section 16.1, the tuition reimbursement will be calculated at the rate of 90% for those employees who are eligible up to a maximum of two thousand five hundred dollars (\$2,500) per fiscal year (July 1 through June 30).
- 16.3 *Mandatory training and education.* RNs who are required to attend mandatory training or education shall be paid at their regular rate of pay for the duration of such mandatory training or education. Hours spent in mandatory training or education that are compensated in

accordance with the previous sentence shall be considered hours worked for purposes of overtime, wage increments, and seniority, and the RN shall accrue benefits for such hours.

Article 18 – Posting and Filling Permanent Positions

- 18.1 When the Employer determines to permanently fill a position, it shall electronically post a notice of the opening for a minimum of five (5) days. The posting will include job title, qualifications, skills, and licensure/certifications required, as well as the department(s), area(s) and/or unit(s), the shift or shift rotation, and the FTEs needed.
- 18.2 Bargaining unit nurses desiring such posted position shall apply within five (5) days of the initial posting.
- 18.3 Provided that the Employer has decided to go forward with filling the posted position, in filling such position, the primary considerations shall be the qualifications, licensure/certifications, and skills to perform the duties of the position. When the qualifications, licensure/certifications, and skills of two or more applicants are assessed by the Employer to be equal, preference shall be given to a nurse within the bargaining unit over a nurse outside the bargaining unit, and as between nurses within the bargaining unit, preference shall be given to the nurse with the most seniority.
- 18.4 Any bargaining unit nurse may submit an internal online application for any position that is posted in accordance with Section 18.1 above. However, notwithstanding any other language in this Article that might possibly be interpreted otherwise, the Employer shall have the right to decline a nurse’s application for a position in some different department(s), area(s) and/or unit(s) until at least 12 months after the nurse completed orientation in their current position.

Article 19 – Orientation

- 19.1 The Employer and the Association agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred registered nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be acknowledged in writing and individualized based on the registered nurse’s needs assessment, experience, and unit specific competencies and position requirements. To that end, the following shall apply:
 - a. Length of orientation shall be determined by the Employer based on the registered nurse’s experience, specific competencies and other factors which he Employer, in its sole discretion, deems necessary and appropriate to the proper and timely orientation of the nurse.
 - b. When feasible, orientation usually will be conducted by the same person(s).
 - c. A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for that charge nurse position.

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This language will go into the article on wages:

___ 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.

The Union's proposal regarding preceptor / orientation pay (an economic proposal) remains open.

Article 20 – Cross-Trained RNs

- 20.1 For purposes of this Article 20, a cross-trained RN is a bargaining unit member who has been oriented / trained to work in some department(s) other than their normal department(s).
- 20.2 The Employer will create and maintain a means by which RNs may request or volunteer to be cross-trained. If the Employer grants such RN the opportunity to be a cross-trained RN, the Employer will maintain documentation that the RN became a cross-trained RN and when that began.
- 20.3 Prior to being considered cross-trained to work in some other department(s), length of orientation shall be determined by the Employer and the Registered Nurse based on the Registered Nurse's experience, specific competencies, and other factors as deemed necessary and appropriate to the proper and timely orientation of the Registered Nurse.
- 20.4 The Employer, through consultation with the RN, may establish requirements that an RN must meet in order to maintain their competency in their cross-trained department(s), such as (but not limited to) receiving additional or refresher training, and working in the cross-trained department(s) a minimum number of work shifts or hours over a defined period of time.
- 20.5 It is the cross-trained RN's responsibility to meet the requirements established by the employer for the RN to maintain their competency in their cross-trained department(s), including by signing-up for open shifts in order to satisfy the requirements established by the employer.

In the event that the RN has been regularly signing-up for or requesting open shifts in their cross-trained department, but those requests are continually or repeatedly not granted – and the RN is otherwise being denied the opportunity to work in their cross-trained department(s) – the Manager shall meet with the RN upon the RN's request regarding the situation. Further, the topic of providing or awarding extra work shifts/hours to cross-trained nurses is an appropriate topic for LMC meetings.

- 20.6 The Employer has the right to schedule a cross-trained RN to work, within their authorized FTE or through mutual agreement if above their authorized FTE, some work shifts in their cross-trained department(s) in order to ensure that the RN maintains their competency and/or to provide staffing coverage for such department(s).
- 20.7 An RN who is cross-trained may revoke their designation as a cross-trained RN by furnishing the Employer written notice of at least four (4) weeks prior to the next posted schedule,

provided that in no event shall more than six (6) weeks' notice of revocation be required. If the Employer decides to revoke a RN's designation as a cross-trained RN, it shall provide such RN with at least four (4) weeks' written notice prior to the revocation.

Article 21 – Inter-Department RNs

- 21.1 For purposes of this Article 21, an “inter-department RN” is a bargaining unit member who has portions of their FTE in more than one department.
- 21.2 The Employer shall have the right to create and post positions that involve the RN having portions of their FTE in more than one department.
- 21.3 An interdepartment RN who wishes to have their entire FTE in one department – whether at their current FTE or an increased or decreased FTE – may apply for an open position that is posted in accordance with Section 18.1 of this Agreement.
- 21.4 The Employer will maintain documentation that the RN is an interdepartment RN, including an identification of the particular departments.

Article 23 – Labor-Management Committee (LMC)

- 23.1 The Employer and the Union are in agreement that cooperation and understanding between the parties will promote efficient performance and an improved relationship, which is in the interest of both the employees and the Employer. To this end, it is recognized that issues may arise during the term of this Agreement which may be appropriate to discuss in labor-management committee (LMC) meetings. The parties will work together to schedule these meetings in advance, and to develop a list of specific agenda items to address during such meetings.

The union-appointed or union-elected MNA representatives on the LMC will be compensated by the Hospital for their hours spent actually attending an LMC meeting. Hours that are compensated for attending an LMC meeting shall count as compensated hours for purposes of seniority and wage increments, and the RN shall accrue benefits for such hours.

Where an LMC meeting is scheduled to occur during participating nurse's scheduled work hours, the Employer will attempt to release the RN to attend the LMC meeting. It is understood that, if it is not possible to release the RN, the meeting may need to be rescheduled depending upon the circumstances.

Article 26 – Low Need

- 26.1 In the event the Employer determines a need for reduced staffing on a daily basis or on a temporary basis, the Employer may implement low need in accordance with the procedure set forth in this Article.
- 26.2 A registered nurse taking low need hours (whether volunteered or assigned) may be reduced to standby status, or they may be relieved of duty entirely for the work shift or its remainder.

26.3 In conjunction with or in lieu of implementing low need hours and/or to forestall or delay a layoff or permanent reduction in hours, the Employer may assign registered nurses to work that they are qualified to perform.

26.4 Low need hours will be implemented as follows.

For purposes of this Article 26, if the reduction is necessary for the OB patient care unit, then “the department” as used in this Article and the process set forth below shall be OB and med-surg combined. That is, if the reduction is necessary for the OB patient care unit, the registered nurses in “the department” for purposes of application of the low need process set forth below for that shift are the registered nurses scheduled for OB and the registered nurses scheduled for med-surg.

1. Registered nurses scheduled for the department and shift where the reduction is necessary who would be in overtime status, in a premium pay situation, or in a bonus situation.
2. Registered nurses who volunteer to be low needed. However, the Employer is not obligated to grant a low need day to a volunteer prior to assigning the low need day or low need hours on an involuntary basis to a non-volunteer where the Employer determines that granting that low need day to the volunteer could negatively impact the care provided to patients or the ability to complete the needed work in a safe, competent, and efficient manner.
3. Casual employees or temporary employees (in the combination and order chosen by the Employer) scheduled for the department and shift where the reduction is necessary.
4. Regularly-scheduled registered nurses scheduled for the department and shift where the reduction is necessary for whom the hours or work shift would be an extra work shift, or extra hours, at straight time.
5. Agency staff scheduled for the department and shift where the reduction is necessary, unless (a) the Agency staff member has special training or special knowledge, skills, or abilities, creating a need to retain the Agency staff member on the schedule; or (b) the Employer determines that low needing the Agency staff member could otherwise negatively impact the care provided to patients or the ability to complete the needed work in a safe, competent, and efficient manner.
6. If there is still a need for reduced staffing, the least senior registered nurse scheduled for the department and shift where the reduction is necessary will be assigned the low need day or hours on a rotating (take turns) basis. The intent is to equitably distribute low need days under this subparagraph #6 to all registered nurses in the department

In all cases involving assigning low need hours under paragraph numbers 1, 3, 4, and 6 above, it is understood and agreed that the Employer will not assign mandatory low need to the registered nurse on an involuntary basis where such involuntary assignment could, for example, negatively impact the care provided to patients or the ability to complete the needed work in a safe, competent, and efficient manner. In situations involving the application of

paragraph number 6, if the registered nurse whose turn it is to take involuntary low need is skipped or bypassed on that occasion, that registered nurse will remain at the top of the list.

Notwithstanding the sequence above, the Employer may choose to low need agency staff prior to casual employees or temporary employees.

- 26.5 *Low need cap.* No bargaining unit member shall be assigned to, in a pay period, more than twelve (12) hours of involuntary low need where the RN is or was relieved of duty entirely for the work shift or its remainder under Section 26.4, paragraph #6, above, or where the RN was reduced to standby status under Section 26.4, paragraph #6, above. The total number of involuntary low need hours under Section 26.4, paragraph #6, above shall not exceed ninety-six (96) hours per contract year for any regularly-scheduled registered nurse.

Low need hours where the nurse would have been in overtime status, in a premium pay situation, or in a bonus situation shall be counted toward the 12-hours maximum per pay period or the 96-hours-maximum per contract year.

Extra work shifts/hours that were low needed shall be counted toward the 12-hours maximum per pay period or the 96-hours-maximum per contract year.

Volunteered low need hours shall not be counted toward the 12-hours maximum per pay period or the 96-hours-maximum per contract year.

Also, it is understood that this cap will not apply to casual employees or temporary employees.

- 26.6 The parties agree that process and procedure issues surrounding the application of this Article, including the sequence set forth in Section 26.4, are appropriate to address in LMC meetings.
- 26.7 A registered nurse who volunteers for or is assigned low need hours shall accrue benefits for these hours, and such hours do count toward their next wage increment or step increase. Low need hours (whether the registered nurse is low needed to standby status or relieved entirely) do not count as hours worked for purposes of eligibility for or computation of overtime.
- 26.8 A registered nurse may request and shall be granted to use PTO to replace hours that were reduced to standby status or that were low needed by being relieved entirely of duty whether on a voluntary or assigned basis.

Article 27 – Layoff and Permanent Reduction in Hours

- 27.1 The Employer shall have the right to implement a permanent reduction in the number of RNs and/or a permanent reduction in hours. The Employer will determine the number of positions and/or hours to be reduced within a particular department, as well as the FTE mix to be achieved as the result (*i.e.*, the number of available positions and the FTE of each available position).
- 27.2 It is expressly agreed and understood that a layoff and/or a permanent reduction in hours will be by department. An RN who is affected or about to be affected by a layoff or a permanent

reduction in hours does not have a right to “bump” or displace an RN in another department from their position or hours.

27.2.1 For purposes of this Article 27, following are the departments:

- Home Care
- Infusion
- Surgery
- OB
- Med-Surg
- ED
- Diabetes Education
- Wound Care

27.2.2 In the event of a permanent reduction in the number of RNs and/or a permanent reduction in hours, an interdepartment RN who has a position in an affected department will have an FTE calculated for that affected department by calculating their hours in that department for the last seven full pay periods. The RN’s FTE in the affected department calculated in this manner will be subject the affected department’s permanent-reduction-in-hours or layoff process.

27.3 The RNs in the department affected by a permanent reduction in the number of RNs and/or a permanent reduction in hours shall be determined in reverse order of seniority. Provided, however, an RN may be retained out of the sequence described in the preceding sentence if RNs with greater seniority do not have the ability to perform all needed duties and responsibilities within a period of orientation / training not to exceed three (3) weeks.

27.4 Those RNs who are unable to maintain positions in their original department shall be offered open and available positions in another department for which they currently meet the qualifications and hold the required licensure/certifications, provided that it is expected that they will be able to perform all needed duties and responsibilities within the normal period of orientation / training for that department.

27.5 Prior to actual implementation of the procedure for laying-off RNs, the Employer may offer RN(s) in the affected department the opportunity to voluntarily request a leave of absence without pay for up to ninety (90) calendar days. Where such request is granted, the RN on voluntary leave shall not receive pay or benefits, but such nurse may continue their health insurance (if applicable) at the RN’s expense. The Employer will not permanently fill the RN’s position during this period.

27.6 Laid-off RNs (*i.e.*, those who are not working as the result of a layoff) will be recalled in the reverse order of seniority, provided that the senior RN to be recalled is presently qualified to perform all aspects of the position to be filled. An RN shall only be eligible for recall to a position in the same department from which the RN was laid-off. Laid-off RNs are eligible for recall for a period of one year.

When the Hospital determines to recall a laid-off RN, it shall attempt to contact that RN by e-mail at their last known personal e-mail address, and by telephone at their last known personal telephone number(s). At the time of laying-off an RN, the Employer will instruct

the RN in writing that it is the RN's responsibility to immediately notify the Employer of any change in the RN's e-mail address and telephone number(s) during the period of recall rights

- 27.7 The Hospital will advise the Union and the affected RN two weeks in advance of any layoff or permanent reduction in hours.
- 27.8 The parties shall meet regarding the implementation of a layoff or permanent reduction in hours, provided that such meeting must occur without delay.

Article 28 – Grievance Procedure

28.1 *Definition of a grievance.* Any dispute relating to the interpretation of or adherence to the written terms of this Agreement shall be defined as a grievance and handled as follows.

28.2 *Steps in procedure.*

Step 1. The employee (with or without a union steward present) will informally discuss the grievance with the applicable supervisor, manager, or director.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation of this Agreement and the remedy sought, and shall be submitted to the Director of Employee and Labor Relations or their designee within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within fourteen (14) calendar days after the pay day for the period during which the grievance occurred.

Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Union's receipt of the Employer's Step 2 answer.

28.3 *Arbitrator selection.* A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator. In the absence of agreement, the arbitrator shall be selected from a "Metropolitan" list (125-mile radius) of nine (9) neutral arbitrators to be furnished by the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall strike first. The parties shall then alternately strike one name until eight names have been eliminated, and the one person whose name remains shall be the selected arbitrator.

28.4 *Arbitration.* The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement, and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the

issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer, and the individual employee filing the grievance. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Association.

28.5 *Time limits.* The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

28.6 *Grievance mediation.* If the grievance is not resolved as part of Step 2, mediation under the auspices of FMCS may be requested by either party, but mediation is not required of either party. A request for mediation shall not alter the deadline for making a timely demand for arbitration.

Article 29 – Discipline and Termination of Employment

29.1 The Hospital shall not discipline a bargaining unit RN without just cause.

29.2 Following are the forms of discipline:

- Verbal warning (documented in writing)
- Written warning
- Suspension
- Discharge

It is understood that consideration of progressive discipline is one aspect of just cause. However, this shall not be interpreted to preclude the Employer from discharging an employee immediately for just cause, nor from changing the above sequence, depending upon the severity of the action for which the discipline is being administered.

29.3 Verbal warnings shall not be used for progressive discipline purposes after fourteen (14) months following issuance of the discipline, provided that the employee did not receive any discipline (verbal warning or above) during the intervening 14-month period.

29.4 A copy of any issued written warning, suspension notice, or termination notice shall be provided to the Union.

29.5 An RN has the option to request the presence of a union steward or MNA bargaining unit chair during an investigatory interview that the RN reasonably believes may result in discipline of the RN.

Article 30 – Health and Safety

30.1 The Employer is committed to the safety of all employees, the protection of work areas, safety education, safe practices, and accident prevention. It shall be the responsibility of all RNs to cooperate in programs to promote safety to themselves, to other employees, and patients and visitors, and also to comply with all Employer rules, policies, and procedures

intended to promote and ensure safety, including the proper use of all safety devices and equipment.

- 30.2 The Employer and the Union are committed to a work environment that is free from hostile, abusive, and disrespectful behavior.
- 30.3 The Employer will notify employees regarding the hazardous substances and harmful physical agents to which they are routinely exposed.
- 30.4 The Employer and the Union strongly disapprove of any physical violence or verbal abuse in the workplace.

The Employer shall document any such violence or abuse involving a nurse.

The Employer will communicate and reinforce its violence free workplace policy to staff, patients, and visitors.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member, or visitor has a history of violence on the Hospital campus.

Any nurse who is a victim of, or who witnesses, any such violence or abuse shall promptly report same to the Employer. The Employer shall encourage nurses victimized by such violence or abuse seek help from the Employee Assistance Program.

A nurse victimized by on-the-job violence or by serious on-the-job verbal abuse may be relieved from duty without loss of pay for the balance of his or her shift if he or she is unable to continue working. If the nurse is able to continue working a shift, the nurse will normally not be re-assigned to that same patient for the duration of the shift without the nurse's consent unless the nurse's care is vital to that patient's health needs. Upon the nurse's request, the Hospital will make reasonable efforts to ensure that the nurse will not be re-assigned to that patient for the duration of that patient's hospitalization and, on a case by case basis, during future hospitalizations. The Employer will reimburse a nurse for the cost of replacing the nurse's personal property which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through workers' compensation.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital shall grant the nurse up to three consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. Furthermore, the incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. However, if a report is made more than three days after the event, but in no event later than ten days, administrative leave may be provided retroactively.

Article 31 – Personnel Files

- 31.1 *Access to personnel records.* An RN shall be allowed to inspect and copy the RN's personnel record in accordance with Minn. Stat. §181.960 and §181.961. Under the statute,

there are certain records which the Employer is not required to make available for inspection and copying.

Article 32 – Health Insurance

- 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.

Article 34 – Association Security

- 34.1 *Union security.* All bargaining unit employees, as a condition of employment, shall become members in good standing of the Union or alternatively pay that portion of the dues, initiation fees and/or assessments that are used for the Union’s representational functions. Payments are not required under this Section until the employee has completed three months of employment.

Full members of the Union are those employees in the bargaining unit who pay their full monthly dues and are entitled to full participation in all union activities. No registered nurse shall be required to become or remain a member of the Union as a condition of employment. Each registered nurse has the right to freely join or decline to join the Union. No registered nurse shall be discriminated against on account of the registered nurse’s membership or non-membership in the Union.

- 34.2 *Dues check-off.* The Employer shall, between the effective date and the expiration date of this Agreement as set forth in Section 43.1, deduct from the wages of each nurse who has executed a dues/fees authorization which has been agreed upon by the Employer and the Union, union dues or fees from their pay and remit the deducted amounts to the Union. Withheld amounts will be forwarded to the designated Association office for each calendar month by the twentieth (20th) of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. Deductions shall be based upon the amounts certified as correct from time to time by the Union.

34.2.1 It is understood and agreed that a dues check-off authorization form authorizing Mercy Hospital to deduct an employee's union dues or fees cannot be honored.

34.3 *Association information at time of hire.* The Employer shall provide newly-hired employees with an electronic copy of this Agreement or a link to the Agreement. The Employer shall provide newly-hired employees with an electronic copy of the dues/fees authorization or a link to it.

34.4 *Association master list.* Within sixty (60) days after the effective date of this Agreement, the Employer will provide the Union with a master list of each registered nurse who is covered by this Agreement giving the name, address, authorized FTE, classification, and date of hire or date of separation for registered nurses who have been hired or who separated since the effective date of this Agreement. On or before the twentieth (20th) of each month subsequent to the establishment of the master list, the Employer will forward to the Union the name, address, authorized FTE, classification, and date of hire or separation date for registered nurses who have either been newly employed or who have separated from employment.

34.5 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any list, notice, or authorization that shall have been furnished to the Employer under any of such provisions.

34.6 The Employer will afford the opportunity, once per month, for an MNA Chair or union steward to, during their non-working time (potentially their paid break time), meet with newly-hired bargaining unit employees in a group setting in a scheduled room. The Employer will notify the MNA chairs of the date and time for this to occur.

Article 35 – No Strikes - No Lockouts

35.1 There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the provisions of the grievance-arbitration section.

Article 39 – Legality

39.1 To the best knowledge and belief of the parties, this Contract Agreement contains no provision which is in violation of Federal or State law or regulation. Should, however, any provision of this Contract Agreement be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

In the event that any provision of this Contract Agreement is rendered inoperative as described in the foregoing paragraph of this Section, the parties shall enter negotiations for the purposes of, insofar as possible, retaining the original intent and effect of any provision affected by such law or regulation.

Article 40 – Breakage

- 40.1 It is normally not the policy of the Employer to charge nurses for breakage or loss of equipment. The Employer recognizes that normal wear and tear of equipment is not the responsibility of the nurse and that loss of equipment can happen due to circumstances outside of the nurse’s control.

Article 42 – Drug and Alcohol Policy

- 42.1 The parties agreed that the following interpretations and understanding would apply when administering the Essentia Health policy #1035:

The policy does not apply if the employee is not working. “On call” time is considered work time.

The nurse has the right, and the Employer must offer, to have a union representative or a bargaining unit member present during any investigation and/or testing unless the provision of such would create an unreasonable test delay.

The Employer is obligated by law to offer the nurse an opportunity to identify any medication or other information that may explain a positive test result. ELR retains this disclosure form on file.

In the event of a positive test result and confirmatory test, the MRO will notify the nurse and ELR.

Evaluation and assistance may be offered through EAP or other qualified providers to resolve chemical use problems or behaviors related to the violation. Any evaluation or assistance obtained through non-Employer-approved providers is the financial responsibility of the nurse.

Definitions of terminology included in the Drug and Alcohol Testing Policy:

- a. ELR = Employee and Labor Relations
- b. MRO = Medical Review Officer (physician of the independent testing lab)
- c. EAP = Employee Assistance Program
- d. Contemporaneous = immediate or current
- e. Articulate = ability to describe what is observed

Article 43 – Duration

- 43.1 This Agreement shall be effective from [*insert effective date*] through [*insert last day of contract period*]. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the party in writing at least ninety (90) days prior to [*insert last day of contract period*], or [*insert month and day only*] of any year thereafter, of its intention to change, modify, or terminate this Agreement.

On the first day of negotiations for a successor collective bargaining agreement, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate, unless the parties agree to a different timing and/or manner for exchanging proposals.

Article 99 – General Provisions

- 99.1 *Resignation notice.* A nurse who wishes to resign will provide the Employer with at least 30 calendar days' notice prior to their resignation.

- 99.2 *Bulletin board.* The Employer will provide a bulletin board for the bargaining unit chairs to post meeting notices, seniority lists, and related materials. The Union shall not post or include any messages or materials that are derogatory of the Employer or its leaders.