

**LPN COLLECTIVE BARGAINING AGREEMENT**

between

**NORTH MEMORIAL MEDICAL CENTER**

and

**SEIU HEALTHCARE MINNESOTA**

Effective  
October 1, 2018  
through  
September 30, 2021

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## EMPLOYMENT AGREEMENT

This Agreement made and entered into this first day of October, 2018 by and between the undersigned Hospital, hereinafter referred to as the "Hospital" and the Professional and Technical Health Care Union, a division of SEIU Healthcare Minnesota, hereinafter referred to as the "Union "

### ARTICLE 1: RECOGNITION

- 1.1 The Hospital recognizes the Union as the sole and exclusive bargaining representative for all Licensed Practical Nurses, including permit Licensed Practical Nurses employed by the Hospital; excluding all office clerical employees, professional employees, managerial employees, and other employees covered by existing labor agreement, guards and supervisors, as defined in the National Labor Relations Act, as amended and all other employees, as certified by the National Labor Relations Board in Case No. 18 RC 12468.
- 1.2 The term "Nurse" as used herein shall mean "Licensed Practical Nurse." The term "Licensed Practical Nurse" 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 Nursing as a Licensed Practical Nurse. The Hospital and Union agree that only persons so licensed shall be recognized as Licensed Practical Nurses.

### ARTICLE 2: UNION SECURITY

- 2.1 All employees covered by this Agreement shall become and remain members of the Union, or alternatively, shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function. The payments required by this Section 2.1 shall begin with the first payroll period of the month following the completion of sixty (60) calendar days of employment.

Any Union member or employee electing to pay the enrollment and service fee, who is delinquent in making the payments required here and for more than 30 days, shall be terminated after reasonable notice to the employee of his or her delinquency. Termination shall occur within three (3) days of written notice of the Union to the Hospital of such delinquency. The Union will send notification of the delinquency to the Hospital and the affected employee prior to seeking the employee's discharge. The Union shall save the Hospital harmless from any claims of any employee so terminated.

- 2.2 Dues/Fees Deduction – From October 1, 2018, through September 30, 2021, the Hospital agrees to deduct Union dues and service fees for employees electing not to become Union members from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital's obligation to continue to deduct Union dues and service fees, as provided for above, shall terminate as of October 1, 2021, unless the Union and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date.

The "written authorization" described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

During the Term of the 2018-2021 Agreement, it is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the employee's authorization form upon request.

For the term of the 2018-2021 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, wind-down periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

Deductions shall be made from employees' wages in the first pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with any employee concerning deductions made. If, during the term of this Agreement, the union seeks to change the timing of deductions or the method of calculating dues/service fees, the parties agree to meet and confer regarding the Hospital's ability to implement such changes. The Hospital will not unreasonably refuse to implement a change to the Union's dues structure that provides a single percentage rate system, applied on a per pay-period basis. The Union will give 90 days notice of any change.

In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties' intent while meeting the requirements of applicable law.

- 2.3 (a) The Hospital agrees to furnish to the Union, a list of names and addresses, date of hire and regularly scheduled hours of work for all Nurses employed by the Hospital who are covered by this Agreement. In addition, for the same group of Nurses, the Hospital shall provide either the employee's social security number or an employee identification number and the decision which identifier to use shall be in the Hospital's discretion. If the Hospital shall move from the employee's social security number to a different employee identification number the Hospital will work with the Union in providing the Union with a conversion table showing the changes. Thereafter, the Hospital agrees to furnish the Union a monthly list of new hires and terminations and Nurses on leave of absence containing the same information as referenced to above. The Hospital also

agrees to furnish the Union a list containing each Nurse's name, social security number or employee identification number in the Hospital's discretion, and the number of hours worked in the previous month.

(b) If and when the Union goes to a new class structure, the language found above in paragraph "(a)" shall no longer apply and shall be replaced with the following:

"Every pay period the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), gross pay per pay period, and dues deduction amount for all employees. On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), hire date, wage classification, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees. Should the Hospital change the employee identification number it utilizes the Hospital will work with the Union in providing the Union with a conversion table showing the changes. Further, the Hospital agrees to furnish the Union a monthly list of new hires and terminations and Nurses on leave of absence and the list will contain the name and address of the Nurse, the Nurse's identification number, the date of hire, and regularly scheduled hours of work and this will apply to all Nurses employed by the Hospital who are covered by this Agreement."

2.4 This Article shall be applicable only to full-time and part-time Nurses who work more than sixteen (16) hours per two (2) week pay period.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital, 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 the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work, to require observance to Hospital rules, regulations, retirement and other policies; 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 enter into contracts for the furnishing and purchasing of supplies and services subject to the provisions of Article 21 of this Agreement.

### **ARTICLE 4: HOURS OF WORK AND OVERTIME**

4.1 **Basic Work Period** - The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours. A Nurse required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any workday shall be paid at one and one half (1 1/2) times the Nurse's regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a Nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one half (1 1/2) times the regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. Overtime payments

shall not be duplicated. Paid sick leave, unworked holiday and vacation hours shall be considered as hours of work for overtime purposes.

For nurses working in the Home Health and Hospice Department, a different overtime standard shall apply than is described elsewhere in this Agreement. These nurses shall be eligible to receive overtime at the rate of time and one-half (1½) of the nurse's regular rate of pay only if that nurse works in excess of forty (40) hours in a seven (7) consecutive day week established by the Hospital. To the extent the provisions of this paragraph conflict with any other language in this Agreement, the terms of this paragraph shall supersede any other such provisions.

**4.2 General Scheduling Patterns** - The general pattern of scheduling will be as follows:

- (1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays, (Monday through Friday) may be utilized. The scheduled workweek need not correspond to the calendar week and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally\* scheduled in any two (2) workweeks.
- (2) Nurses normally\* shall not be required to work more than two (2) shifts (days and reliefs or days and nights) on a permanent basis.
- (3) Normally\* there shall be at least twelve (12) hours between assigned shifts (days, relief or nights) except on days prior to scheduled days off.
- (4) Nurses working a schedule of rotating shifts normally\* shall not be scheduled to work the relief shift prior to a scheduled weekend off. No Nurse shall be scheduled to work the night shift immediately preceding a weekend off.
- (5) Nurses shall not be scheduled to work more than seven (7) consecutive days without the Nurse's consent.
- (6) Nurses working a schedule of permanent reliefs or permanent nights will receive shift differential while on vacation, sick leave or holidays.
- (7) Nurses may request a repetitive schedule and this will be granted based on unit's ability to provide safe patient care. Repetitive schedules are subject to change based on necessary staffing adjustments to cover LOAs, vacations or unavoidable situations where repetitive schedules would have the effect of depriving patients of needed nursing care. If repetitive schedules are changed, seniority shall prevail.

\*Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the Nurse concerned or in cases of emergency or unavoidable situations where the application of the general pattern would have the effect of depriving patients of needed nursing service.

4.3 **Flexible Schedules** – 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:

(1) A Nurse shall have an 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. A Nurse electing to work schedules under this Section may revoke such election by giving the Hospital written notice six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less. The hospital shall have the right to discontinue a nurse's schedule by giving the nurse a six (6) week written notice or a notice period equal to the length of time normally covered by the hospital's posted schedule of work hours, whichever is less.

(2) The basic work period shall be forty (40) hours per week. A Nurse shall be paid time and one half (1 1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section 4.2. Further, even though the total hours worked during a week may not exceed forty (40), a Nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one half (1 1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double (2) time.

(3) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.

(4) Sick leave shall be accrued at a rate proportionate to that specified in Section 18.1 for Nurses who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

(5) Vacation shall accrue at the rate proportionate to that specified in Section 19.1 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 section 19.1.

(6) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.

4.4 **Alternative Weekend Schedules** – The Hospital may establish flexible scheduling plans providing work schedules of only two (2) twelve (12) hour shifts every weekend. A Nurse may agree to work additional shifts; but such agreement shall not be a condition of being accepted for available Alternative Weekend Schedules. Plans established under this Section 4.4 shall be subject to the following conditions:

(1) Alternative Weekend Schedules developed under this program shall be within a forty eight (48) consecutive hours period between 7:00 p.m. Friday and 7:00 a.m. Monday.

(2) A Nurse electing this program will be scheduled to work two (2) twelve (12) hour shifts on consecutive days during the forty eight (48) hour period on every weekend. The Nurse will receive thirty six (36) hours of pay at the Nurse's regular rate of pay for this twenty four (24) hours of work.

(3) A Nurse working two (2) twelve (12) hour weekend shifts on an Alternative Weekend Schedule shall be credited with thirty six (36) hours per weekend (seventy two (72) hours per payroll period) toward accumulation of all contractually provided benefits, including pension and seniority. A Nurse will receive one (1) hour of credit toward benefits for each additional hour the Nurse agrees to work.

(4) If a Nurse agrees to take a voluntary low need day for a portion of her or his scheduled twelve (12) hour weekend shift, the Nurse will receive one and one half (1 1/2) hours of pay for each hour worked on the partial shift and in accordance with Section 5.7, will be given one and one half (1 1/2) hours credit toward benefits for all hours lost.

(5) Vacation and sick leave used shall be paid and be deducted from the Nurse's accumulated vacation and sick leave at the same rate as it is accrued. A Nurse will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as vacation or sick leave.

(6) A Nurse electing an Alternative Weekend Schedule may be scheduled to work on each holiday falling on a weekend.

(7) Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.

(8) Section 23.5 relating to the Weekend Bonus and Section 23.4 relating to the Weekend Premium, and Article 24 relating to Shift Differential, shall not apply to the two (2) twelve (12) hour shifts for which a Nurse is normally scheduled; but will apply to any additional weekend shifts a Nurse agrees to work.

(9) The basic work week for Nurses on the Alternative Weekend Program shall be forty (40) hours per week. A Nurse shall be paid time and one half (1 1/2) for all hours worked in excess of forty (40) hours per week. A Nurse working in excess of her or his scheduled work day shall be paid time and one half (1 1/2) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double (2) time.

(10) Nurses on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by Nurses electing to work twelve (12) hour shifts on weekends under this Program or other



schedules including twelve (12) hour shifts on a weekend developed in accordance with Section 4.3.

(11) A Nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 4.3. The Nurse shall be entitled to return to an open available position for which the Nurse is qualified and which has an equal number of hours per payroll period as the Nurse had prior to electing the Alternative Weekend Program. The Hospital shall likewise give the Nurse notice of equal length in the event the Alternative Weekend Program was discontinued.

(12) A Nurse participating in this Alternative Weekend Program may, with Hospital approval, trade hours with a Nurse who is not on an Alternative Weekend Schedule. Each Nurse involved in the trade will be paid at that Nurse's regular rate of pay excluding the Alternative Weekend Schedule Premium and in accordance with that Nurse's standard for overtime eligibility. A Nurse on an Alternative Weekend Schedule who trades hours with another Nurse who is scheduled to work a twelve (12) hour shift between 7:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section. A Nurse who agrees to work a scheduled shift for a Nurse on an Alternative Weekend Schedule shall be paid at the rate of pay the Nurse would otherwise receive for weekend work.

- 4.5 **Split Shifts** – The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the Nurse and the Hospital.
- 4.6 **Posting of Schedules** – The time schedule shall be posted fourteen (14) calendar days in advance of the Nurses' work schedule. Changes in posted, block or weekend schedules will not be made without notification to the Nurse(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the Nurse(s).
- 4.7 **Pay Guarantee** – If a Nurse reports for work on her/his regular shift and is sent home for lack of work or if a Nurse is asked to report and is then sent home, the Nurse shall receive a minimum of four (4) hours' pay.
- 4.8 **Break Periods** – Nurses shall receive a paid fifteen (15) minute break during each four (4) hour period of work.
- 4.9 **Unscheduled Shifts** – A Nurse who is called to work an unscheduled shift and who is called no later than one half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within a reasonable period of time after being called.
- 4.10 **Intermittent Hours** – Additional intermittent hours shall be first offered to regularly scheduled part-time Nurses who have advised the Hospital that they are interested in working additional hours before being assigned to casual Nurses.

- 4.11 Double Shift Pay - Nurses working a double shift shall receive pay for sixteen (16) hours at the applicable rate.
- 4.12 Each Nurse who is interested in working in an area of secondary clinical experience shall notify the staffing office. Based on its staffing needs and cost implications, the Hospital will consider orientation of the Nurse to that secondary area.

#### ARTICLE 5: SENIORITY AND LAYOFF

- 5.1 Seniority for all Nurses shall be defined as the Nurse's total compensated hours with the Hospital after the most recent date of employment. There shall be one seniority list for both full-time and regularly scheduled part-time Nurses and a separate seniority list for casual Nurses. Nurses transferring from a regular status to casual or vice versa shall have all accrued compensated hours credited to them on the new list for seniority purposes.
- 5.2 The Hospital shall on or before the sixtieth (60th) day following the commencement of this Agreement prepare and post seniority lists of all Nurses covered by this Agreement specifying the seniority of each Nurse. Such lists shall be updated at least biannually and copies thereof furnished to the Union and Union Stewards. The seniority list shall include the following information: name, job classification, authorized hours, most recent hire date into the bargaining unit, seniority hours and unit where the employee is primarily assigned. The Hospital will also provide the employees their current shift if the hospital's current information technology system can produce this information at no additional cost to the Hospital.
- 5.3 In the event of a reduction in the number of full-time or regular part-time Nurses, layoff shall be made in the reverse order of seniority. Provided, however, a Nurse may be retained out of the sequence described in the preceding sentence if Nurses with greater seniority do not have the ability to perform the duties of the Nurse or Nurses to be laid off within a reasonable period of orientation not to exceed three (3) weeks. Nurses shall be recalled from layoff in the reverse order of layoff. Nurses on a layoff status shall have preference over casual Nurses for any available additional work hours. Full-time Nurses shall be given a two (2) week notice in advance of any layoff. Recall shall expire and be lost if a nurse is not recalled from lay-off within one (1) year. Provided, however, a nurse may extend this right to recall for an additional period of one (1) year by giving written notice to the Hospital within thirty (30) calendar days before the expiration of the first year of the nurse's lay-off. The preceding two sentences shall not be effective until October 1, 2010.
- 5.4 Prior to using the layoff procedure described in Section 5.3, the Hospital shall first seek volunteers to accomplish the necessary reductions. The Hospital will also advise the Union in advance of any layoff and upon request of the Union, the parties shall meet to discuss the implementation or the effect of any actual or proposed layoff.
- 5.5 The Hospital will post a notice of any position to be filled by a Licensed Practical Nurse on the employee bulletin board or by electronic means for a period of seven (7) days prior to filling such position. Any Nurse currently employed by the Hospital and qualified to

fill the position shall be granted such position upon application. In the event more than one qualified Nurse applies for the same position, seniority shall be the determining factor. The term "qualified" used in this Section means the ability to satisfactorily perform the duties of the position within a reasonable period of orientation not to exceed three (3) weeks.

**5.6 Voluntary/Mandatory Absent Day** – In the event the Employer determines a need to reduce the number of Nurses scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized:

(a) Voluntary absence days will be requested from Nurses on the affected unit and/or shift in accordance with the grid/skill mix (as it may be established or modified by the Hospital from time-to-time) or patient needs for that unit and/or shift by the Employer. Each staffing office shall maintain a list of those Nurses who have requested that they be given voluntary absence days.

(b) If the needed reduction is not accomplished by (a) above, Nurses will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior Nurses are qualified and properly oriented to perform the available work. A senior Nurse being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior Nurse on the same shift provided the more senior Nurse is qualified and properly oriented to perform the available work. Overtime, bonus, and casual shifts shall be canceled first, regardless of seniority.

(c) A Nurse required to take an absent day will be given at least two (2) hours advance notice.

(d) All eligible Nurses shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days.

- |                      |                       |
|----------------------|-----------------------|
| (1) Sick Leave       | (5) Dental Insurance  |
| (2) Vacation         | (6) Salary Increments |
| (3) Health Insurance | (7) Seniority         |
| (4) Life Insurance   | (8) Pension           |

A Nurse responding to an Employer's request to take an absent day may exercise his/her right to use accrued vacation or holiday pay.

(e) In the event a Nurse's hours are involuntarily reduced by more than twelve (12) shifts within six (6) consecutive pay periods, the Hospital will review the staffing needs in the Nurse's department and determine if layoffs are appropriate.

(f) If placed on call instead of being low needed, Nurses shall continue to accrue the benefits set forth in 5.7(d). However, this provision shall have no impact on the treatment of on call for purposes of Article 17.

(g) Nurses who are low needed on an unpaired basis have the responsibility of informing management that they would be willing to work additional shifts that would not require the payment of overtime in the pay period when cancellation occurs.

- 5.7 **Floating** – Licensed practical nurses shall be kept on the unit as long as the grid/skill mix (as it may be established or modified by the Hospital from time-to-time) need is met and shall not be floated off the unit solely to be replaced by a Registered Nurse unless the grid/skill mix (as is it may be established or modified by the Hospital from time-to-time) or patient needs require the floating of the Licensed Practical Nurse.

#### ARTICLE 6: LEAVES OF ABSENCE

- 6.1 **Illness and Disability Leave** – A leave of absence will be granted to Nurses for illness or disability, including pregnancy, for a maximum period of twelve (12) months. Length of service increments and vacation benefits shall continue to accrue for a maximum period of ninety (90) calendar days. The Hospital shall pay health insurance coverage for one (1) month beyond the month in which the leave of absence begins. With respect to leaves of absence granted in accordance with the Family and Medical Leave Act, the Hospital shall pay the Hospital's portion of health and dental insurance coverage for the first twelve (12) weeks of the leave of absence.
- 6.2 **Personal Leave** – The Hospital shall grant a Nurse a personal leave of absence for legitimate reasons and for a reasonable period of time not to exceed ninety (90) calendar days. Legitimate reasons shall include, but are not limited to, parenthood leave, adoption leave, critical illness or death in the immediate family (spouse, parents, brothers, sisters and children) and education leave. With respect to leaves of absence granted in accordance with the Family and Medical Leave Act, the Hospital shall pay the Hospital's portion of health and dental insurance coverage for the first twelve (12) weeks of the leave of absence. Length of service increments and vacation benefits shall continue to accrue during the first fourteen (14) calendar days of such leave. Nurses may contact either a Human Resources Representative at their Hospital or their Union Representative to obtain further information regarding the Family and Medical Leave Act. Upon agreement of the Nurse, Hospital and Union, personal leave of absence may be mutually extended beyond the ninety (90) calendar day limitation.
- 6.3 **Return from Leave of Absence** – A Nurse returning from a leave of absence within ninety (90) calendar days after the commencement of the leave shall be returned to the Nurse's former position. A Nurse returning from a leave after ninety (90) calendar days from the commencement of such leave shall be returned to work as a Licensed Practical Nurse.

#### ARTICLE 7: GRIEVANCE AND ARBITRATION

- 7.1 A grievance is hereby defined as any claim by the Union or a Nurse relating to the interpretation of or adherence to the terms and provisions of this Agreement.
- 7.2 The steps in the grievance procedure are as follows:

**STEP ONE** – The Nurse will informally discuss the grievance with the Nurse's immediate supervisor. Representatives of the Union shall also have the right to directly discuss the grievance with the Hospital in an attempt to resolve it.

**STEP TWO** – If the grievance is not resolved under Step One, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to the Hospital's personnel department. The written grievance must be submitted to the Hospital within twenty (20) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within six (6) calendar months after the payday for the period during which the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital and Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

**STEP THREE** – If the grievance is not resolved in Step Two, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Hospital within twenty (20) calendar days following the Step Two meeting.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Nurse filing the grievance.

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.

#### **ARTICLE 8: NO STRIKES OR LOCKOUTS**

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 Grievance and Arbitration provisions of Article 7 of the Agreement.

## ARTICLE 9: DISCHARGE AND DISCIPLINE

- 9.1 The Hospital shall not discipline a Nurse without just cause. A written notice of any discharge or disciplinary suspension shall be given the Nurse, and a copy thereof shall be sent to the Union. The Union shall also be furnished with copies of any written reprimands that may be issued to a Nurse. A Nurse shall be entitled to inspect evaluation reports, disciplinary notices or records and attendance records contained in the Nurse's personnel file during reasonable times.
- 9.2 In connection with investigatory interviews of a Nurse conducted by the Hospital in which a Nurse reasonably believes that such investigation will result in disciplinary action, a Nurse upon her/his request shall be entitled to have a representative of the Union present.

## ARTICLE 10: PROBATIONARY PERIOD

The first ninety (90) days of employment of any new full-time employee or part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis. The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the eightieth (80th) calendar day of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.

## ARTICLE 11: INSURANCE BENEFITS

- 11.1 **Hospitalization and Medical Benefit Plan** - The Hospital shall provide its noncontract hospitalization and medical plan, as it may be amended from time-to-time by the Hospital to full-time nurses and part-time nurses who hold an authorized FTE (full-time equivalent) position of .5 or above per two (2) week pay period. The Hospital will pay as follows:
- (1) **Single Coverage** - The Hospital will pay towards single employee coverage for full-time Nurses and eligible part-time Nurses eighty-five percent (85%) of the monthly rate and the nurse shall pay fifteen percent (15%) of such rate.
- (2) **Dependent Coverage** - The Hospital will pay seventy-five percent (75%) of the total cost of dependency coverage (employee and dependents) for nurses electing such coverage.
- 11.2 **Life Insurance** - Effective October 1, 2004, the Hospital shall provide and pay the cost of a group term life insurance plan providing \$50,000 in coverage to all employees regularly scheduled to work twenty (20) hours or more per week subject to benefit reductions post age 65. Employees must have completed at least sixty (60) days of employment.

11.3 Dental Insurance - The Hospital shall provide and pay the full cost of a group dental insurance program for full time Nurses and part time Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period. The plan shall include the following basic provisions:

(1) The plan shall be a "reasonable and customary" plan providing reimbursement for three (3) types of expenses described as follows:

(A) Type I Expenses

(Diagnostic and Preventive)

- Oral examinations
- X rays
- Prophylaxis (cleaning)
- Emergency treatment for pain
- Fluoride treatments
- Space maintainers

(B) Type II Expenses

(Basic Services)

- Anesthesia
- Restorations (fillings other than gold)
- Endodontics (such as pulp capping and root canal therapy)
- Periodontics
- Maintenance and repair to dentures, fixed bridges
- Extractions

(C) Type III Expenses

(Major Services)

- Gold inlay, crowns, etc.
- Prosthodontics (removable and fixed)
- Complete dentures, Partial dentures

Type I expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with no deductible; Type II expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with a twenty five dollar (\$25) deductible per year; and Type III expenses shall be reimbursed at fifty percent (50%) of the reasonable and customary charge with a deductible of twenty five dollars (\$25) per year.

(2) The effective date of the plan shall be January 1, 1981. All Nurses employed on said effective date shall be automatically covered by the plan, and Nurses hired on and after the effective date shall be covered on the first day of the month following six (6) months of employment with the Hospital.

- (3) Eligibility for benefits and all payments hereunder shall be subject to the terms and provision of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and to all eligible Nurses.
- (4) Effective January 1, 1991, the Hospital will make available to Nurses a family dental option to be paid for by the Nurse.
- 11.4 Long Term Disability - Effective October 1, 1994, the Hospital shall provide and pay the full cost of a long term disability program for full time Nurses and regularly scheduled part time Nurses working an average of sixty four (64) hours or more per two week period. The basic provision of the plan shall include:
- (1) Nurses shall receive sixty percent (60%) of covered monthly compensation up to a maximum of two thousand dollars (\$2,000) per month of such compensation. Effective October 1, 1994, nurses shall receive sixty percent (60%) of covered monthly compensation up to a maximum of five thousand dollars (\$5,000) per month of such compensation. Monthly payments shall be offset by any payments, arising from the Nurses employment, received by the Nurse or dependents under the Federal Social Security Act, under the Minnesota Worker's Compensation Act and under any employer sponsored pension plan.
- (2) Nurses shall be covered on the first day of the month following sixty (60) calendar days of employment.
- (3) Benefits will commence after a qualifying period of six (6) months of disability. Effective October 1, 1994, benefits will commence after a qualifying period of three (3) months of disability.
- 11.5 Eligibility for Benefits Eligibility for benefits and all payments provided in this Article shall be subject to the terms and provisions of the insurance contracts establishing the various insurance benefits.
- 11.6 Professional Liability Insurance - The Hospital agrees to provide its employees with the same professional liability insurance coverage which is made available to all other employee working at the Hospital. The Union shall be notified by the Hospital of any change in the liability insurance coverage.
- 11.7 Leave of Absence - During a leave of absence, eligible Nurses may continue to be covered under the insurance plans set forth in this Article by paying the required premium to the Hospital.

#### ARTICLE 12: BEREAVEMENT PAY

A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers



and step-sisters) for the purpose of making arrangements and/or attending the funeral or memorial service of the deceased. Such days off shall be consecutive with one of the days being the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. Such request for different days off will not be unreasonably denied.

#### ARTICLE 13: JURY DUTY PAY

A Nurse required to serve on a jury will be paid the Nurse's regular straight time rate of pay, less the amount received for jury duty. Such pay shall be made for a maximum period of three (3) weeks in each calendar year.

#### ARTICLE 14: EDUCATIONAL DEVELOPMENT

14.1 The Hospital shall pay the Nurse minimum reimbursement in the amount of seventy five percent (75%) of tuition and required fees and books up to seven hundred fifty dollars (\$750) per year for educational course work and classes at an accredited institution under the following circumstances:

Effective October 1, 2015, the Hospital shall pay the Nurse minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to two thousand dollars (\$2000) per year and effective October 1, 2016, seventy five percent (75%) of tuition and required fees and books up to:

Two thousand five hundred (\$2500) for educational course work and classes at or through an accredited institution under the following circumstances:

(1) The Hospital must approve the proposed course or sequence of studies as having a reasonable relation to the Nurse's professional employment.

(2) The Nurse must sign a certificate that she/he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.

(3) Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the Nurse shall repay the Hospital any reimbursement she/he has been paid hereunder to the extent that she/he does not continue to or make herself/himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. Any amount due the Hospital under this Section may be deducted from the Nurse's final paycheck.

14.2 A Nurse may use up to three hundred (\$300) dollars per year of the amount provided in this section for workshops, courses, and other types of educational programs. The nature of the program shall be determined by agreement between the Nurse and Hospital taking into account the Hospital's needs and the Nurse's interest. Nurses participating in such program shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, or educational program. Nurses so

participating shall be given preference in floating to the secondary clinical area and agree to float to such area as needed.

- 14.3 Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement and with the expense thereof paid by the Hospital.
- 14.4 A Nurse shall receive one normally scheduled day off work per calendar year up to eight (8) hours at which will be paid at the LPN's regular straight time hourly rate of pay with no loss of benefits for LPNs who are regularly scheduled to work an authorized FTE (full-time equivalent) position of .5 or above per two week pay period provided that the LPN gives a two (2) week notice and adequate staffing exists. The cost of this pay shall be charged against the \$300.00 cap provided for in Section 14.2 above with the intent being that the combination of 14.2 and 14.4 shall not exceed \$300.00.
- 14.5 Educational Leave. – A Licensed Practical Nurse who chooses to undertake the sequence of studies required to qualify as a Registered Nurse or other baccalaureate prepared health care occupation shall be granted a leave of absence under Section 6.2 of this Agreement for the time necessary to complete such study up to a maximum of two (2) years. Upon returning from such leave of absence as a Licensed Practical Nurse, the Hospital will reemploy the Nurse in the next available LPN opening for which she/he is qualified.
- 14.6 The Hospital agrees to pay LPNs for any education or training that the Hospital requires in connection with the performance of the LPN's current job or a job the Hospital intends to assign the LPN in the future.

#### ARTICLE 15: JOB DUTIES

- 15.1 In the event the Hospital is giving serious consideration to any substantial changes in the overall job duties of Nurses, the Union shall be given notice at least thirty (30) days prior to the date that the Hospital desires to implement such changes. The Union and the Hospital will meet and confer prior to any major care delivery changes and review potential changes at the unit level prior to implementation. These discussions may include whether or not said changes are made, alternate means of accomplishing the result desired by the changes and ways to potentially minimize the adverse effects on Nurses because of such changes. The Hospital reserves the right to conduct layoffs consistent with Article 5 Seniority and Layoff and/or the right to replace a Nurse with an employee in another classification not covered by this contract.
- 15.2 Staffing/Practice Policies SEIU Healthcare Minnesota Union Representatives will receive "draft" staffing policies affecting LPN's prior to implementation.

#### ARTICLE 16: RETIREMENT PLAN

For eligible employees, pension benefits shall be provided pursuant to the Twin City Hospitals Pension Plan for Licensed Practical Nurses. See Exhibit B. Eligible employees shall be covered

by and subject to the terms and provisions of the Hospital's non-union retirement plan(s) (which is presently called the North Memorial Healthcare Money Purchase Pension Plan and North Memorial Healthcare Qualified Retirement Program) and as that plan or plans may be changed, amended or modified from time to time by the Hospital in its discretion. The preceding sentence shall be effective January 1, 2011.

#### ARTICLE 17: ON CALL

- 17.1 On-Call Premium – Payment for on call hours for Nurses not required to be on Hospital premises shall be three dollars (\$3.00) per hour. A Nurse who is called to work while on call off premises shall be paid not less than four (4) hours pay at the applicable rate of pay. On call hours shall not be considered hours worked, and no overtime payment shall be made for such on call time.

Effective 10-1-2001, the on-call premium rate will be increased to four dollars and fifty cents (\$4.50 per hour).

- 17.2 On Call On Premises – Payment for on call hours, when the Nurse is required to remain on premises, shall be the minimum rate of pay set forth in the Federal Fair Labor Standards Act. If on call hours occur after the Nurse has completed eight (8) hours of work in a day, overtime for the on call period shall be based on one and one half (1 1/2) times the on call rate. On call hours which occur on days off shall be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on call time) exceeds eighty (80). Payment for on call hours as provided in the preceding sentence shall be based on one and one half times (1 1/2) the on call rate regardless of whether said on call hours fall during or at the end of the two (2) week pay period. Hours actually worked during a period of on call duty shall be paid for at straight time or overtime rates of pay, whichever is applicable. A Nurse who is required to remain on premises on call shall be paid not less than four (4) hours pay at the applicable rate of pay.

#### ARTICLE 18: SICK LEAVE

- 18.1 Full time Nurses shall accumulate sick leave at the rate of one (1) day for each month of continuous employment up to a maximum of ninety (90) days. Sick leave shall be paid to Nurses during a period of illness or disability up to the maximum provided herein. In order to receive payment for sick leave, a Nurse must furnish satisfactory proof of sickness, including a certificate from a physician or licensed health care provider affiliated with an HMO, when such proof is requested by the Hospital. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, a weekend or day(s) off when the Nurse is not scheduled to work, unless satisfactory evidence of such illness is presented to Hospital. General requirements of a certificate from a physician or licensed health care provider affiliated with an HMO for proof of sickness shall not be made. Individual Nurses may be required to furnish certificates, provided that such Nurse is given advance notice that the certificate will be required. No sick leave shall be paid during the probationary period.

- 18.2 Part-time Nurses who hold an authorized PTE (full-time equivalent) position of .5 or above per two (2) week pay period shall be entitled to sick leave at the rate of one (1) day per each 173.2 compensated hours. Eligible part-time Nurses shall receive sick leave with pay as provided in Section 15.1 above.

#### ARTICLE 19: VACATIONS

- 19.1 A full time Nurse who has been employed continuously in the Hospital for one (1) year or more shall receive vacation benefits according to the following schedule:

After one (1) year	- ten (10) workdays
After five (5) years	- fifteen (15) workdays
After six (6) years	- sixteen (16) workdays
After seven (7) years	- seventeen (17) workdays
After eight (8) years	- eighteen (18) workdays
After nine (9) years	- nineteen (19) workdays
After ten (10) years	- twenty (20) workdays
After sixteen (16) years	- twenty-one (21) workdays
After seventeen (17) years	- twenty-two (22) workdays
After eighteen (18) years	- twenty-three (23) workdays
After nineteen (19) years	- twenty-four (24) workdays
After twenty (20) years	- twenty-five (25) workdays

- 19.2 Vacation shall be accrued from the nurse's most recent date of employment by the hospital and based on compensated hours. A nurse may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with vacation scheduling provisions in this contract.

- 19.3 Part-time Nurses who hold an authorized PTE (full-time equivalent) of .5 or above per two (2) week pay period shall receive vacation with pay prorated from the full-time vacation schedule set forth in this Article.

- 19.4 Vacations may be scheduled throughout the year subject to staffing needs. Nurses shall submit their vacation requests at least sixty (60) days in advance. Nurses shall be notified of the approval of their vacations at least forty five (45) days in advance. Approved vacations shall not be rescheduled by the Hospital except by mutual agreement of the Hospital and the individual Nurse. When more than one timely request for the same vacation period is made, seniority shall prevail in case of conflict.

Nurses shall have the ability to submit vacation requests less than sixty (60) days in advance. Requests submitted less than sixty (60) days in advance will be granted on a "first come - first served" basis, subject to staffing requirements, and will be subordinate to vacations requested prior to or at sixty (60) days. The Hospital shall respond within seven (7) calendar days from the time of a request made less than sixty (60) days in advance.

- 19.5 Earned vacation shall normally be taken within a twelve (12) month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a Nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs. Nurses who have completed ten (10) years of service shall be allowed to carry over up to five (5) days of vacation into the following year.
- 19.6 Nurses who have been employed for one (1) year or more shall receive terminal vacation pay according to the foregoing schedule if two (2) weeks' written advance notice of intention to terminate employment is given to the Hospital.
- 19.7 If a Nurse becomes ill or disabled during vacation, she/he shall be paid sick pay upon certification by a competent physician or licensed health care provider affiliated with an HMO, and shall receive the unused portion of such vacation during the vacation period specified in Section 19.5.
- 19.8 Vacation Donation - Nurses who are benefit eligible may donate vacation hours to another employee who is out for critical illness/need. Hours may be transferred on an hour by hour basis. Policies for donation will be site-specific.

#### ARTICLE 20: HOLIDAYS

- 20.1 Full time Nurses - All full time Nurses shall be granted the following eight (8) holidays with pay:

New Year's Day	Labour Day
Either Good Friday or Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Nurse's Birthday

In addition, a full time Nurse who has completed one (1) year of service with the Hospital shall be granted one (1) personal floating holiday with pay each contract year to be taken at a time mutually agreed upon between the Hospital and the individual Nurse.

In order to receive holiday pay, a full time Nurse must have worked the regularly scheduled day before and after the holiday, except in cases of excused absence, paid sick leave, paid bereavement leave or jury duty. If the holiday falls during a full time Nurse's vacation, the Nurse shall receive an additional day of vacation with pay. Nurses shall receive holiday pay for the entire regularly scheduled night shift.

- (a) If a holiday falls on a Nurse's day off, she/he will be paid eight (8) hours of straight time pay for the holiday or will be given eight (8) hours of compensatory straight time off within a two (2) week period before or after said holiday, the Nurse to choose the method of reimbursement.

(b) For purposes of this Article, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which begins on December 25, New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 31 through the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 12:00 a.m. may commence the thirty-two (32) hour period at the start of the night shift on December 29 and December 31 respectively.

A full-time Nurse shall be paid at the rate of time and one-half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift during the thirty-two (32) hour period. The compensatory time off shall be granted within a two-(2) week period before or a two-(2) week period after said holiday. If a Nurse works more than eight (8) hours in one (1) shift during this thirty-two (32) hour period, the Nurse shall receive, in addition to the regular rate of pay, one (1) hour of holiday pay for each hour in excess of eight (8) hours. If a Nurse works more than one (1) shift during the thirty-two (32) hour period, the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

Full-time Nurses working on any of the other holidays specified in this Agreement shall receive their regular rate of pay for the hours worked. In addition to the foregoing payments, full-time Nurses working on any of the holidays specified in Section 20.1 shall receive one (1) hour of straight time pay for each hour worked or will be given one (1) hour of compensatory straight time off for all hours worked within a two (2) week period before or within a two (2) week period after said holiday for each hour worked on the holiday, the Nurse to choose the method of reimbursement.

(c) A full-time Nurse who is unable to work a scheduled holiday because of illness or disability shall receive holiday pay for that holiday.

20.2 Part Time Nurses A part-time Nurse, regardless of the number of hours worked per pay period, shall be paid time and one-half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall receive eight (8) hours of holiday pay for one (1) scheduled shift during this thirty-two (32) hour period. If a Nurse works more than eight (8) hours in one (1) shift during this thirty-two (32) hour period, the Nurse shall receive one (1) hour of holiday pay for each hour in excess of eight (8) hours. If a Nurse works more than one (1) shift during the thirty-two (32) hour period, the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

Any part-time Nurse working on any of the other specified holidays shall be paid at the rate of double time the Nurse's regular rate of pay for all hours worked on the holiday. A part-time Nurse who is regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period and who has completed one (1) calendar year of service with the Hospital shall be provided the personal floating holiday on the same basis as a full-time Nurse.

20.3 Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing services, Nurses shall not be required to work more than four (4) of the eight (8) specified holidays in this Agreement in any calendar year. A Nurse whose shift is canceled on a holiday shall have that day counted as one of the four (4) holidays the Nurse may be required to work as provided in this Section. Contingent upon supervisory approval, a Nurse may volunteer to work more than four (4) holidays. If less than four (4) holidays are mandatory, seniority will be recognized.

Contingent upon supervisory approval and as long as it is non-overtime, Nurses may trade their holidays notwithstanding the holiday obligations set forth in the collective bargaining agreement.

20.4 Weekend schedules will not be split to accommodate holidays.

20.5 To the extent feasible and consistent with proper staffing, Nurses who are scheduled to work on the Christmas and/or Thanksgiving holidays shall have that holiday off in the succeeding year at the Nurse's option. Weekend schedules shall take precedence over holiday schedules.

20.6 A Nurse who is in a full time status at the time of any holiday and who has twenty (20) or more years of consecutive years of service with the Hospital (in either a full time or part time status) shall not be required to work on the holidays specified in Section 20.1 of this Agreement.

20.7 Effective February 1, 2000, except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing care, a nurse who is authorized to work 64-79 hours per pay period and who has twenty (20) or more consecutive years of service as an LPN with the hospital (in either full-or part-time status) shall be required to work only two of the holidays per year, as specified in Section 20.1 of this Agreement. The nurse may request the two holidays they want to work. These work requests will be granted on a seniority basis.

20.8 The nurse may choose whether or not to work their birthday by indicating so in accordance with their facility's holiday scheduling practices. Part-time nurses who choose not to work their birthday may, if there is a staffing need, be scheduled on an alternate day in that pay period, excluding the weekend. If the nurse does not work an alternate day, this could result in the nurse working one less shift in that pay period.

#### **ARTICLE 21: TEMPORARY NURSES**

The Hospital agrees that it will be its policy to utilize its own staff for any regular staffing rather than temporary Nurse personnel from the outside sources. Temporary Nurses will be used only as a supplement to and not in lieu of regular nursing staff. The scheduling of temporary Nurses will be limited to those situations where the regular staff Nurses are not available for assignment and no other means of providing nursing staff are available within a reasonable time.

The Hospital shall insure that there will not be increased assignment of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use of temporary Nurse personnel. Temporary Nurses shall not be given unit or shift assignment preference over regular staff except where no other reasonable alternative is available to provide needed nursing coverage.

The use of temporary Nurses and casual Nurses shall be recognized by the parties as a legitimate subject for discussion and/or study through the already established labor management meeting process between the parties set forth in Section 25.5 of this Agreement.

#### ARTICLE 22: SHIFT OF CHOICE

Nurses with length of employment in the Hospital of ten (10) or more years, as defined in Section 5.1, shall be afforded the opportunity to work a permanent shift of the Nurse's choice subject to the following conditions:

- (1) The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.
- (2) If not all ten (10) year Nurses can be offered a permanent shift on a unit, such offering shall be made first to full time Nurses on the basis of length of employment in the Hospital as defined in Section 5.1. The opportunity to elect a permanent shift of the Nurse's choice shall thereafter be offered to eligible part time Nurses on the basis of length of employment.
- (3) To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of permanent day shifts.
- (4) Eligible Nurses who cannot be offered a permanent shift on their present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established. Provided that such Nurses are presently qualified, with station orientation, to perform the duties of the vacant position in the other unit.

#### ARTICLE 23: SALARY

23.1 Salary Salary rates shall be as set forth on Exhibit A attached hereto.

23.2 Charge Nurse - A Nurse will be considered, for the purposes of this Section, a "Charge Nurse" if she/he provides the patient care on a ward, station, or unit without direct supervision by a Registered Nurse assigned to the ward, station, or unit. A "shift of work," for the purposes of this Section, is defined as eight (8) hours or more of a normal workday. The Nurse defined as a "Charge Nurse" will receive forty five cents (45¢) per hour additional for work defined in this Section.



- 23.3 Prior Experience Upon the employment by the Hospital of a Nurse who has had prior experience as a Nurse, either in some other hospital or during a period of prior employment in 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. For the purpose of classification of the Nurse under Section 23.1 of this Agreement relating to salary, this credit will be considered as the equivalent of employment in the Hospital.
- 23.4 Weekend Premium – A Nurse shall receive premium pay at the rate of seventy five cents (75¢) per hour for each hour worked during a period of six (6) consecutive shifts commencing with the Hospital's regular Saturday day shift.
- 23.5 Weekend Bonus Full time and regularly scheduled part time Nurses who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional fifty dollars (\$50) for each full extra shift worked. Shifts of less than eight hours shall receive a prorated bonus. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of Nurses voluntarily exchanging hours.

#### ARTICLE 24: SHIFT DIFFERENTIAL

Effective October 1, 2000, nurses working a permanent evening shift shall be paid an additional twenty-five cents (\$.25) to one dollar twenty-five (\$1.25) per hour.

Nurses working a permanent night shift shall be paid an additional fifty cents (\$.50) to one dollar fifty cents (\$1.50) per hour.

#### ARTICLE 25: GENERAL PROVISIONS

- 25.1 Stewards and Bulletin Boards – The Hospital recognizes the right of the Union and its Union Representative to designate Stewards to handle such Union business related to this contract as may from time to time be delegated to them by the Union, provided that such activity does not interfere with the work assignment of the Steward or other employees. The Union shall notify the Hospital in writing of the name of all duly appointed Stewards. Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The Union Representative for the Union or the Steward shall have access at all reasonable times to such bulletin boards and to such other non-patient, non-public areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- 25.2 Conflicting Agreements The Hospital agrees not to enter into any agreement or contract with its Nurses, either individually or collectively, which conflicts with any of the provisions of this Agreement.
- 25.3 Labor-Management Meeting – The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient

performance which is in the interest of both the Nurses and the Hospital. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor management meeting that affects the LPN's areas of practice.

Meetings will be held periodically as necessary for discussion and/or resolution of reasonable and appropriate subjects, with the Hospital's representative, the LPN's representative and the Union's representative in attendance.

- 25.4 **Health Program** – A physical examination which may include a chest X ray and Mantoux test shall be given a Nurse within one (1) week of her/his employment and repeated without cost to the Nurse. The Nurse shall be given a report of the examination, and a confidential record shall be kept.
- 25.5 **Maintenance of Benefits** – Where wages, shift differentials, holidays and similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual Nurse, the Nurse shall not have such benefits reduced by the execution of this Agreement.
- 25.6 **Negotiating Time Credit** – Nurses serving on the Union negotiating committee will do so without loss of any benefits provided by this Agreement for time so spent.
- 25.7 At the request of either the Union or Hospital, the Hospital shall meet with Union representatives in a task force or other forum to discuss issues related to scheduling, orientation, education, cost cutting, clinical ladder, and the prospect of developing an on going labor management committee.
- 25.8 The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, \$ \_\_\_\_\_ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.
- 25.9 It shall be understood that any reference in this contract to "regularly scheduled to work an average . . ." shall always refer to and be defined to include only Nurses who hold an authorized FTE (full-time equivalent) position.

#### **ARTICLE: 26 HEALTH AND SAFETY**

- (A) It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.
- (B) It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and

compliance with rules to promote safety and a violence free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

- (C) The Hospital will make reasonable effort to provide employees with safe and adequate equipment, training (including hazard awareness), a safe working environment, and safe facilities.

Bargaining unit employees designated by SEIU Healthcare Minnesota in such numbers as agreed upon by the Union and Employer may participate as members of the Hospital's Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

- (D) SEIU Health and Safety concerns will be addressed either through the Hospital's existing Health and Safety Committee (See Article 14) or as a component of the Hospital's Labor Management Committee (LMC) as a standing agenda item. These concerns may include the consideration and development of recommendations on health and safety matters. The Hospital will cooperate in providing relevant background information to the LMC or Health and Safety Committee.

An SEIU member of the Hospital's Health and Safety Committee will be allowed to participate in OSHA and other regulatory inspections upon the request of the inspecting agency and to make such recommendations as provided by state or federal law and consistent with Article 14.

- (E) When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Hospital or by an appropriate regulatory agency, the employee shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers' compensation or disability insurance. The employer further agrees that such an absence shall not be used for discipline or any other purpose under the employer's attendance policy.

If a quarantine directed by a state or federal agency is due to a workplace exposure and the quarantine results in the employee being unable to leave the hospital, the Hospital shall provide room and board without charge for the duration of the quarantine. The employee shall be reimbursed for mutually agreed upon reasonable expenses incurred as a direct result of the quarantine.

The Hospital will have a trained response team which will respond to all emergency situations where physical violence or the threat of physical violence occurs. A process will be developed to record and report these incidents and review them in the Hospital's Health and Safety Committee.

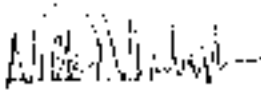
**ARTICLE 27: DURATION AND RENEWAL**

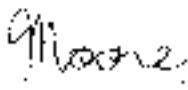
Except as otherwise provided herein, this Agreement shall be in full force and effect from October 1, 2018 through September 30, 2021. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to October 1, 2021 or October 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their authorized representatives.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL AND TECHNICAL  
HEALTH CARE UNION, A DIVISION OF  
SEIU HEALTHCARE MINNESOTA

By   
Its Director, Tere Marie Linton  
Date: 10/5/18

By   
Its International Representative  
Date: 10/5/18

**EXHIBIT A: SALARY SCHEDULE**

	Effective with the first full pay period commencing after 10/1/2018 2%	Effective with the first full pay period commencing after 10/1/2019 1%	Effective with the first full pay period commencing after 10/1/2020 2%
<b>START</b>	\$19.98	\$20.38	\$20.79
<b>After 1 year</b>	\$20.42	\$20.83	\$21.25
<b>After 2 years</b>	\$20.89	\$21.31	\$21.74
<b>After 3 years</b>	\$21.33	\$21.76	\$22.20
<b>After 4 years</b>	\$21.72	\$22.15	\$22.59
<b>After 5 years</b>	\$22.20	\$22.64	\$23.09
<b>After 6 years</b>	\$22.76	\$23.22	\$23.68
<b>After 7 years</b>	\$23.33	\$23.80	\$24.28
<b>After 8 years</b>	\$24.11	\$24.39	\$25.06
<b>After 9 years</b>	\$24.79	\$25.29	\$25.80
<b>After 10 years</b>	\$25.34	\$25.85	\$26.17
<b>After 12 years</b>	\$25.99	\$26.51	\$27.04
<b>After 15 years</b>	\$26.51	\$27.06	\$27.60
<b>After 17 years</b>	\$26.65	\$27.18	\$27.72
<b>After 20 years</b>	\$27.08	\$27.62	\$28.17

Full-Time/Part-Time Employees - Length of service increases shall be based upon compensated hours excluding overtime hours and for purposes of Exhibit A one (1) year shall equal 2,080 compensated hours excluding overtime hours.

**EXHIBIT B: LETTER OF UNDERSTANDING - RETIREMENT**

By letter dated June 26, 2009, Children's Hospitals and Clinics of Minnesota, Fairview Health Services, HealthEast Care System, North Memorial Healthcare and Park Nicollet Methodist Hospital (collectively referred to as "Hospitals") gave notice to SEIU Healthcare Minnesota (hereafter "Union") of the Hospitals' intent to terminate the Pension Agreement (hereafter "Agreement") entered into by the Union and the Hospitals on October 1, 2005.

Said Agreement terminated on September 30, 2009.

As a result of the 2009 negotiations between the Union and the Hospitals the parties have reached agreement on various issues related to the Twin City Hospitals Pension Plan for Licensed Practical Nurses (hereafter "Plan"). The Plan will be amended to reflect the changes the parties have agreed to and the new amended Plan is attached as Exhibit 1. The benefits schedule to be utilized by the Plan shall be set forth and attached as Exhibit 2.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL AND TECHNICAL  
HEALTH CARE UNION, A DIVISION OF  
SEIU HEALTHCARE MINNESOTA

By: /s/ David Abrams

By: /s/ Jamie Gulle

Its: VP, HR

Its: Union Director

Date: 3/16/10

Date: 2/22/10

**EXHIBIT I**  
**TO**  
**EXHIBIT B – LETTER OF UNDERSTANDING – RETIREMENT**

Amended Pension Plan Document

EXHIBIT 2  
TO  
EXHIBIT B - LETTER OF UNDERSTANDING - RETIREMENT

Benefit Credit Schedule

	Benefit Credit
<u>On or after October 1, 1994</u>	\$19.00
<u>On or after October 1, 1996</u>	\$19.10
<u>On or after October 1, 1997</u>	\$19.60
<u>On or after October 1, 2000</u>	\$20.60
<u>On or after October 1, 2001</u>	\$21.60
<u>On or after October 1, 2003</u>	\$23.60
<u>On or after October 1, 2004</u>	\$24.00
<u>On or after October 1, 2007</u>	\$24.50
<u>On or after October 1, 2008</u>	\$25.00



## LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 2002 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation, or service in the Armed Services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local Hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings. Participation in diversity committee meetings will be paid at straight time.

/s/ Brenda Hulbrich Date: 1/27/16  
Minnesota's Health Care Union  
Local 113, SEIU, AFL-CIO/CLC

/s/ George Wesman Date: 1/26/16  
North Memorial

**LETTER OF UNDERSTANDING**

**SAFETY COMMITTEE**

The Hospital will allow one LPN to be a member of an existing Hospital wide Safety Committee which has, as members, non-management representatives from various job classifications from within the Hospital. The Hospital will not be obligated to pay the LPN for his or her attendance unless all other members of this Committee are paid. If the Hospital does not currently have such a committee, it will not be obligated to create one.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL AND TECHNICAL  
HEALTH CARE UNION, A DIVISION OF  
SEIU HEALTHCARE MINNESOTA

By /s/ George Wesman

By /s/ Brenda Hilbrich

His Labor Relations Representative

Its Chief of Staff

Date: 1/26/16

Date: 1/27/16

**LETTER OF UNDERSTANDING**

In the 2009 negotiations the Hospital, in recognition of the circumstances facing LPNs and in recognition of the Union's agreement to change the existing pension plan, have agreed to provide the following:

1. If the Hospital (defined as an individual hospital facility of a hospital system) lays off 50% or more of that Hospital's then existing LPN bargaining unit at the time of layoff, then LPNs with ten (10) years of service (3,000 hours) or more who are laid off from and after December 10, 2009 will continue to receive the Hospital's applicable contribution to the health plan the employee was covered by on the day immediately preceding the notice of layoff. The health continuation shall be for the month in which the LPN is actually laid off and for three (3) additional consecutive months. This benefit will only be available for LPNs who sign up for and receive COBRA health continuation and who pay the required employee contribution for the applicable health plan. Payments under this paragraph will count toward the applicable COBRA continuation period provided by law.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL AND TECHNICAL  
HEALTHCARE UNION, A DIVISION OF  
SEIU HEALTHCARE MINNESOTA

By /s/ George Wesman .....

By /s/ Brenda Hilbrich .....

Its Labor Relations Representative .....

Its Chief of Staff .....

Date: 1/26/16 .....

Date: 1/27/16 .....