The United Steelworkers and St. Luke’s have reached a tentative agreement for a new contract. Your committee worked hard to reach this agreement and is recommending this tentative agreement.

Any questions regarding the tentative agreement will be answered at the Ratification Meeting.

**Underline & Bold – Are Changes**

**Lines through words – Eliminated language**

**Section 1.2.5 Agency Worker** An agency worker is defined as an individual not hired as an employee but rather engaged through an outside employment agency working in a certified classification covered under this agreement. Such individual shall not be covered under this collective bargaining agreement. Assignments are intended to be short-term to cover period of time when existing staff cannot meet present needs such as, for example, to cover for extended absences, open positions that are difficult to fill, acquisition of a specialized skill, etc.

Upon request of the Union~~,~~ The Employer will provide a list that includes the number of agency employees, position title, start date, estimated end date (or duration if completed) and reason of hire. T~~he request will not exceed the prior 6 months from the date of the request. The Union will not request this more than two (2) times per year.~~

**Section 3.1 No Strike:**The Union, its officers, agents and members agree that the duration of this Agreement, there shall be no strikes, sympathy strikes, slow downs, stoppage of work, boycott, picketing of any kind or form **on St. Luke’s property**, however peaceable, or any acts of any similar nature, whether primary or secondary, which would interfere with the operations of Hospital, and that it will not otherwise permit, countenance or suffer the existence or continuance of any of these acts. Participation by any employee in any such act shall constitute just cause for discipline by Hospital. This provision of this Section shall be absolute and shall apply regardless of whether the dispute is subject to grievance or interest arbitration under the provision of Articles XXV and XXVIII of this Agreement.

**Section 6.4 Guidelines – Flexible Schedules**: The Following guidelines are applicable for Flexible Positions established in Section 6.3

* Flexible staffing positions will be designated as such at the time of posting
* The usual terms and conditions for posting and filling of vacancies in accordance with article 8 – Vacancies
* Flexible staffing positions will have a designated flexible range of nor more than .4 FTE (e.g .4-.8, .2-.4 etc. )
* The Hospital will maintain the benefits of such positions at a level equivalent to the highest FTE status of the range.
* Each Pay Period, Employees in such positions will be initially scheduled for the Highest FTE Status of the Range.
* In Circumstances of Low Need, ATO requests will be accepted prior to “Flexing down” the scheduled shifts/hours of such flexible positions.
* If subsequent staffing reductions are necessary, employees in flexible positions will be flexed down **after Temporary, Casual and Students.**
* Any reduction for hours worked that are below the lowest FTE of such flexible staffing positions will be accomplished in accordance with Article 27.1 – Low Need Days.

**Section 6.9 Consecutive Days Work**: Employees shall not be involuntarily scheduled more than seven (7) consecutive days of work. **Employees working flexible schedules (Section 6.3) shall not be involuntarily scheduled to work more than five (5) consecutive days of work.**

**Section 8.1 Vacant Positions:** When the hospital intends or desires to create a new position or fill a vacant position in the unit, notice of the vacancy and the qualifying details of the position shall be posted in the Hopsital for a minimum of seven (7) days. **As an alternative to posting and to increase staff satisfication and decrease the administrative burden associated with transfers within a department, emloyees wishing to change their FTE or shift rotation within their current department may do so by utilizing the Unit Based process. FTE and shift rotations changes made through this process will not be posted.**

Rest of 8.1 stays the same

**Section 10.1 Wage Increase.** **Upon ratification, current employees shall receive a two percent (2%) increase to their hourly base rate of pay of which one percent (1%)** will be retroactive to the pay period closest to July 1, 2020. The wage grid is adjusted accordingly.

**Section 10.3 Wage Increase Year 2**. Effective the first day of the pay period closest to July 1 2021, current employees shall receive a **two percent (2%)** increase to their hourly base rate of pay and wage grid adjusted accordingly.

**Section 10.5 Wage Increae Year 3.** Effective the first pay period closest to July 1, 2022, current employees shall receive a **one percent (1%)** increase to their hourly base rate of pay, **or the same percent increase as the 2022 non-contract market adjustment amount if greater. The wage grid is adjusted accordingly.**

**Section 12.1.1 Health Insurance.** The Hospital shall make monthly contributions toward the cost of health insurance premiums for eligible employees electing to be covered by Hospital’s insurance program as follows. .

**Balanced Plan**: Beginning January 1, 2018 the Hospital shall pay 85% of the monthly premium cost of single coverage; 80% of the monthly premium cost of single plus dependent coverage; and 80% of the monthly premium cot of family coverage ~~or the percentage the Hospital pays toward the premium of noncontract employees, whichever is greater.~~

**~~Health Insurance Waiver:~~** ~~A $50 monthly incentive is offered for employees to waive St. Luke’s health insurance will be eliminated effective 1/1/20.~~

**Section 16.1 Sick leave Policy.** Hospital’s policy effective **January 1st, 2020** covering sick leave and the **City of Duluth’s Earned Sick and Safe Time** shall remain in effect and shall not be changed for bargaining unit members during the term of this Collective Bargaining Agreement.

**Section 17.1 PTO:** Employees hired after the ratification of this Agreement on November 8, 2017 with an FTE of .6 or above will participate in the Paid Time off (PTO) and Short Term Disability (STD) program per St. Luke’s policy P-6. Additionally, current employees who exhaust their sick balance ~~on or after july 1, 2018~~ will automatically be converted to the PTO/STD program and begin accruing PTO benefits beginning the next pay period. Employees who accrue vacation and sick benefits will receive a **one-time email notification** and written letter mailed to his/her last known home address that his/her sick bank hours have reached 64 hours or less.

The rest of 17.1 is UNCHANGED

**Section 21.2 Education Development/Workshop**. Beginning January 1, **2021** ~~2009~~ with prior approval by the department director or Manager, a Full Time or Part-Time employee with an FTE or .6 or above may use up to a **Six Hundred and Fifty Dollars ($650)** ~~five hundred dollars ($500)~~ per year of the amount provided in Section 21.1 above for:

1. National Certification including courses and the cost of the examination and recertification.
2. Programs, courses and workshops that enhance the employee’s clinical practice and/or skills with on-line and self-study training ~~considered on a case by case basis~~
3. Health Care related programs for professional development
4. Reimbursement for up to 50% of the travel expenses (excluding food and drink) actually incurred by an eligible employee attending an approved educational workshop, course or program. To obtain reimbursement for above approved expenses, he employee must complete a Travel Expense Report and submit appropriate receipts for all expenditures.
5. Job Related periodical as pre-approved by Management

Approval of such training will be at management’s discretion considering such things as job relatedness, and the ability to maintain appropriate staffing. Up to maximum of **$650** ~~$500~~ of any unused reimbursement p0er year may be carried over from one calendar year to the next. Only the previous calendar year’s unused balance up to a maximum of **$650** ~~$500~~ may be carried over to the next calendar year.

**Section 23.2 Progressive Discipline:** It is mutually understood and agreed that the concept of Progressive Discipline shall generally by recognized in implementing and administrating disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

The Hospital agreed to the following:

* Verbal Warnings shall not be used for progressive discipline purposes after one (1) year.
* Written Warnings, **Suspensions and Final Written Warnings** shall not be used for progressive discipline purposes for after two (2) years~~.~~

**Section 23.3 Normal Progression:** The normal progression shall be as follows:

* Verbal Warning – Shall be documented by date in the employee’s personnel file with a copy sent to the ~~Unit Chairperson~~ **Union Office** and Human Resources Department
* Written Warning – Shall be documented by date in the employee’s personnel file with a copy sent to the ~~Unit Chairperson~~ **Union Office** and Human Resources Department.
* Unpaid Disciplinary Suspension(s) **or Final Written Warnings in lieu of Suspension (to be determined by management)** – Shall be documented by date in the employee’s personnel file with a copy sent to the ~~Unit Chairperson~~ **Union Office** and Human Resources Department.
* Discharge – Shall be documented by date in the employee’s file with a copy sent to the ~~Unit Chairperson~~ **Union Office** and Human Resources Department.

**Section 27.1 Low Need Days.** Where the need for reduced staffing occurs on a day-to-day basis, hospital shall first seek volunteers willing to reduce hours (ATO) starting with the most senior employee **working that shift** within the affected department by classification who has made their desire known by using their department’s system. Departement managers will review the department system with staff on an annual basis. If there are insufficient volunteers to accomplish the reduction, the Hospital ~~will next “ Flex down” all employees in Flexible positions on a rotating basis starting with the least senior. In the even further reductions are needed, the hopsital~~ shall reduce by assigning to MTO to students (Not to include students in educational rotations), casual employees or temporary employees. In the event further reductions are needed, **the Hospital will next “Flex Down” all employees in Flexible positions on a rotating basis starting with the Least senior,** then employees who are scheduled to work beyond their stated FTE, not to include call hours, during that pay period may be reduced with hours coded as MTO. Thereafter, MTO will be assigned in reverse order by seniority within the affected department by classification to the extent senior employees are working and qualified to do the available work. The assignment of MTO shall be shared by all employees within the affected department on a rotating basis commencing with the least senior employee who has not already accumulated more than 16 hours of MTO. Furthermore MTO will be assigned to the next least senior employee on the same basis, and continuing progressively through the most senior employee, at which time the roation shall start over, provided, however, there shall at all times be scheduled employees qualified to do the available work. In the event that each department employee has completed the MTO rotation Three (3) times in a calender year, the union may request to meet and confer to discuss the need to alternative actions including opportunities to reassign affected employees and layoff.

**Section 27.4 Recall:** Recall of employees shall be in the inverse order of layoff of employees qualified to do the work available.

* The Employer will provide a written notice of Recall to the employee with a copy to the Union
* The Employee will have ~~fourteen (14)~~ **ten (10**) calender days from the ate of the notice to accept or reject the Recall
* If accepted, the employee will report to work within ~~fourteen (14~~) **ten (10)** calendar days of the notice.
* If the employee does not respond within ~~fourteen (14~~) **ten (10)** calendar days from the date of the notice they will forfeit all future Recall rights.
* A Laid off employee may refuse Recall to an FTE different from that which they were laid-off without loss of future Recall rights.

**Critical Need Bonus – Letter of Understanding**

**During the course of the 2020-2023 negotiations, the parties agreed to a Critical Need Bonus (CNB) as outlined in this letter of understanding.**

**There may be times when management may designate a specific shift, to be filled within 48 hours, as eligible for a CNB. In such a circumstance, a CNB would be offered and awarded at manager discretion on a first come, first serve basis as follows:**

* **The Critical Need Bonus (CNB) amount shall be $60.00 per 8 hour shift, pro-rated for a shift that is longer or less than 8 hours.**
* **The minimum increment of work to receive the bonus is 4 hours**
* **In order to qualify for a CNB, it will be explicitly offered to the employees at the time the shift is offered out by Management, Staffing office, or Management designee.**
* **A critical need shift will first be filled by awarding it to staff who can work the shift at the regular straight time rate of pay.**
* **Overtime, differentials and the weekend bonus, if applicable, are paid on top of the CNB.**
* **The CNB will be evaluated on a pay period basis to ensure the CNB shift was worked.**
* **Traded or bargained shifts are not eligible for bonus.**
* **The CNB Shift may be declared and offered up to 48 hours before the shift is to start.**

**The Critical need bonus and this Letter of Understanding will sunset June 30Th, 2023.**