

# CONTRACT

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**BETWEEN ST. LUKE'S HOME HEALTH  
SERVICES AND AFSCME COUNCIL 5, LOCAL  
3558  
JANUARY 1, 2024-DECEMBER 31, 2026**

# CONTRACT

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**CONTRACT BETWEEN  
ST. LUKE'S HOME HEALTH SERVICES AND  
AFSCME COUNCIL 5**

**Preamble**

This agreement is made and entered into this 1st day of January 2024, by and between St. Luke's Hospital, a Minnesota corporation, of Duluth, MN, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, Council 5 of Duluth, Minnesota, representing employees in those classifications covered by this agreement, hereinafter referred to as the "Union." The parties agree to the following provisions covering wages, hours and working conditions, which express the full and complete understanding of the parties pertaining to all terms and conditions of employment during the period of this agreement.

**Purpose**

It is the intent and purpose of the parties hereto to set forth the basic agreement between them for the term of this agreement, covering the wages, hours, and other working conditions of employment to be observed and kept by the parties. It is further intended to advance friendly relations between the Employer and the employees.

**ARTICLE 1  
Recognition**

**Section 1.1.** The Employer recognizes the union as the sole and exclusive bargaining agent of these employees:

All homemakers and Home Health Aide employed by the Employer at or out of its 220 N 6<sup>th</sup> Ave E . Duluth, MN facility who work an average or are anticipated to work an average of four (4) or more hours per week over a 13 week period; excluding RNs and LPNs, Office Clerical Employees, Therapists, Therapist Assistants, Guards and Supervisors, as defined in the National Labor Relations Act.

**Sections 1. 2** The Employer or its representatives shall not enter into any agreements or bargain collectively or individually with any employees covered by this Agreement in the absence of the Union.

**Section 1.3.** Supervisory personnel or other non-bargaining unit employees shall not perform bargaining unit work, except in the cases of emergencies, including absenteeism if replacement employees, including other employees working reasonable amounts of overtime, cannot be obtained; training or instruction; testing of equipment; starting of new equipment; and unusual or complex jobs for which the employees lack the appropriate skill.

**Section 1.4. Definitions.** When used in this agreement the following words shall be understood as defined in this section, unless a term is specifically defined otherwise in another article of this Agreement.

Subd. a. "Employee" and "employees" shall mean only those persons covered by this recognition clause.

## **ARTICLE 2**

### **Management Rights**

**Section 2.1.** The management of St. Luke's Home Health Services, the direction of its working forces, the control of all its properties and equipment, the installation of new, improved, or changed methods of operations, and/or equipment, policy development and implementation, establishment of budgets, determination of the methods, means, organization and number of personnel by which such operations and services are to be conducted, and the hiring, promotion, discipline, layoff, suspension and discharge of its employees are reserved exclusively and solely as functions of the directors and supervisors of St. Luke's Home Health Services, except as those functions are expressly restricted, modified, or limited by this Agreement.

Any terms or conditions of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 3**

### **Union Security**

**Section 3.1.** All employees covered by this Agreement who are, or hereafter become, members of the Union shall pay to the Union regular monthly union membership dues. No employee is required to be, become, or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each union member shall have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union. Any employee of the bargaining unit who is not a member of the Union shall pay to the Union reduced maintenance of service fees equivalent to his or her proportionate share of union expenditures that are necessary to support solely representational activities in dealing with the employer on labor management issues. This provision requiring the payment of dues or maintenance of service fee shall be effective upon successful completion of the probationary period.

**Section 3.2.** Payroll deductions shall be made monthly from the salary of employees, upon presentation by the union of authorized certification from the Council 5 office, and said union dues shall be remitted to the Union office within fifteen (15) days.

**Section 3.3.** The Union agrees to indemnify and hold Employer harmless against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken at the written request of the union pursuant to Sections 3.1 or 3.2 of this article.

**Section 3.4.** Union representatives shall have access to office premises during normal office business hours (8:00am-4:30p.m.) to meet and confer with bargaining unit employees, but the union agrees that its representatives shall not interfere with the normal operation of the Employer's facilities at any time. Upon hire, St. Luke's agrees to provide new employees with an information sheet provided by the Union with contact information of Union leadership. Upon request, St. Luke's will provide the new employees schedule to the Union that it can facilitate an introductory meeting outside of the employees scheduled work day. A bulletin board shall be established for the purpose of posting union notices and information at each St. Luke's Home

Health Services office site. All postings by members on the Union bulletin board shall be approved by the Union.

**Section 3.5** The provisions of this Article 3, shall be in full force and effect during the entire term of this Agreement. In the event the parties are unable to reach agreement on a new contract through negotiations, the arbitrator appointed pursuant to Article 21, in rendering their decision, shall incorporate therein a provision that this union security clause (Article 3) shall be a part of the succeeding contract, unmodified, except the arbitrator may impose an expiration date on the provisions of this Article 3 for any Labor Agreement expiring during or after the calendar year 2005.

#### **ARTICLE 4** **Savings**

**Section 4.1.** This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

#### **ARTICLE 5** **Notice**

**Section 5.1.** Any notice required by this agreement to be given by one party to the other shall be sent by certified or registered mail to:

CEO  
St. Luke's Hospital  
915 E. 1st St.  
Duluth, MN 55805

or

American Federation of State, County, and Municipal Employees Council 5  
21 1 West 2nd Street, Suite 205  
Duluth, MN 55802

The notices shall be effective upon deposit in the United States mail in a properly addressed envelope, with postage pre-paid.

## **ARTICLE 6**

### **Grievance Procedure**

**Section 6.1. Employee Rights of Presentation** Every employee shall have the right to present his/her grievance to the Employer free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented at all stages thereof.

**Section 6.2. Grievance Defined.** A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**Section 6.3. Grievance Procedure.** In the event an employee covered by this agreement claims that his/her rights and privileges under this agreement have been violated, the matter shall be resolved in accordance with the following procedure:

- A. **Step 1.** Within ten (10) working days after an event giving rise to the claim of grievance, the employee and/or his/her representative shall meet with the employee's supervisor to try and settle the grievance. The supervisor will notify the employee within ten (10) days with a response, either oral or written.
- B. **Step 2.** If the grievance is not settled in Step 1, the employee and/or his/her representative shall present the matter in writing to the Director of Human Resources within ten (10) working days after receipt of the supervisor's answer. Within ten (10) working days of the receipt of such written grievance, the Director of Human Resources shall attempt to arrange a meeting at a mutually agreeable time to discuss the matter and attempt to resolve the grievance. Within ten (10) working days after the meeting, the Director of Human Resources, or his/her designee will provide the union a decision in writing.
- C. **Mediation.** The parties may mutually agree to defer a grievance matter to mediation with a mediator from the Federal Mediation and Conciliation Services, prior to its submission to arbitration.
- D. **Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days of the meeting with the Director of Human Resources or his/her designee. The parties shall request from the Federal Mediation Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until one (1) name remains. The striking order shall be decided by the flip of a coin. The arbitrator's fee and expenses and the cost of any hearing room jointly shall be shared equally by both parties.

**Section 6.4. Timelines.** All Timelines are as stated above. If the Employer does not respond within the stated period of time, the Union may move the grievance on to the next step. A timeline shall be considered to have been met if the response is postmarked within the specified time period. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step.

Timelines in this grievance/arbitration article may be extended by written agreement of the parties. For purposes of this Article, "working days" shall mean Monday through Friday, except designated holidays.

## **ARTICLE 7** **Probation**

**Section 7.1.** Newly hired full-time employees shall be probationary employees for the first ninety (90) days of employment; part-time employees shall be probationary employees for five hundred twenty (520) hours or six (6) months, whichever is less, & unscheduled employees shall be probationary employees for five hundred twenty (520) hours. Termination of an employee during this probationary period shall not be subject to the grievance procedures of Article VI or cause a breach of this Agreement.

**Section 7.2.** Probationary employees shall receive the wages provided by this agreement but none of the benefits. Upon successful completion of probation, the employee's seniority shall relate back to the time of hire, and the employee shall be credited the time served on probation toward the accrual of PTO.

## **ARTICLE 8** **Seniority**

**Section 8.1.** Seniority for all purposes shall be determined by paid hours in a bargaining unit classification since the most recent date of hire. Employees shall retain their accrued seniority during an approved leave of absence. Upon ratification of this contract a seniority roster shall be developed consisting of all employees covered by this Agreement in descending order of cumulative paid hours. An updated Seniority List shall be posted on the employee bulletin board each year by the end of January.

**Section 8.2** An employee's seniority shall be broken and terminated by:

- a. Voluntarily quitting employment;
- b. Discharge for cause;
- c. Layoff which continues for more than one (1) year;
- d. Absence from work for twelve (12) months due to illness or non-work related injury.

## **ARTICLE 9** **Staffing**

**Section 9.1. New Work:** Whenever a new patient becomes available, the work shall be offered within the appropriate job classification first to the employees with designated FTEs who have not been scheduled to their FTE. When assigning among employees with designated FTEs, assignments will be made to keep visits within geographical areas unless impractical due to patient need or staff availability. When utilizing unscheduled staff, assignments will be offered in order of seniority within the classification. An unscheduled employee may accept or refuse the work. The Employer need not offer new patient work to an employee which would result in the payment of overtime. An offer consists of placing a telephone call to the last provided telephone number. The Employer may leave a message, in which case, the shift shall be awarded to the

employee who first accepts the shift. If all employees refuse the work, it shall be assigned to the least senior available employee.

The assignment of new work shall be assigned according to seniority, as outlined above, except under the following circumstances:

- a. When the most senior employee cannot perform the work because of a work restriction given by the employee's doctor, or as determined by St. Luke's Occupational Health Provider;
- b. When a client specifically requests a specific employee, or requests not to send a particular employee;
- c. When a client has a bona fide reason to request a specific gender of employee, in which case the most senior employee of the requested gender is offered the work first;
- d. If a less senior employee has lost six hours or more of time or has lost benefits as defined in Section 10.2;
- e. Geographical proximity to the assignment, with assignments offered by seniority to employees living within a fifteen (15) mile radius of the client; if no employee within this fifteen (15) mile radius is able to do the assignment, the assignment will be offered to employees living within the next ten (10) mile radius and so on until the assignment is filled.

**Section 9.2. Employment Conditions.** The employer may establish designated FTE positions from time to time as needed.

All employees hired for classifications covered by this Agreement, unless otherwise specified, shall be considered unscheduled employees with no guarantee of hours. In the event that an employee encounters intimidating, threatening, harassing or other potentially unsafe working conditions, that employee shall be covered by the Employer's "Employment Safety and Security Policy."

**Section 9.3. Extra Work.** An offer of extra work that arises during normal business hours (Monday - Friday 8:00 am-4:30 p.m.) because of last minute call-ins, emergencies, or to fill in for another employee because of sickness, vacation, or other reasons shall be assigned utilizing the same procedure for assignment of work as for new work, as provided in Section 9.1. After all designated FTE staff has been scheduled to their respective FTE, extra work shall be offered to unscheduled staff in order of seniority. If all unscheduled employees refuse the work, it shall be assigned to the least senior available employee, provided no employee shall be mandatorily assigned new work more than once per pay period. The Employer shall not change an employee's regular schedule in order to avoid paying overtime after that employee has accepted an extra assignment.

Extra work that arises outside of normal business hours shall be offered by seniority within the appropriate job classification according to a seniority list listing employees from most senior to least senior. This seniority list will be updated quarterly.



**Section 9.4. Overtime.** An employee shall be paid time and one-half (1-1/2) her/his regular rate of pay for all hours worked in excess of forty (40) hours per week. PTO time and all holiday hours not worked are not counted as hours worked for overtime purposes.

**Section 9.5. Evening and Weekend Differential Pay.** For weekday hours (Monday through Friday) worked between 5:00p.m. and 7:00 a.m. an employee shall receive his or her regular rate of pay plus an additional \$.50 per hour. For hours worked on a weekend (5:00 p.m. Friday to 7:00 a.m. Monday) an employee shall receive his or her regular rate of pay plus an additional \$.50 per hour.

**Section 9.6. No Pyramiding.** Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one provision of this Agreement they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

**Section 9.7. Conflict of Interest.** No employee shall engage in outside work which conflicts with their employment with St. Luke's Home Care. A conflict of interest includes:

- a) Working for a different home care agency providing care and for the same client through St. Luke's and the other agency, or
- b) Providing private home care services to clients outside of St. Luke's Home Care that was introduced to the employee through St. Luke's Home Care. (Unless agreed to by the employer.)

## **ARTICLE 10** **Reduction in Force**

**Section 10.1. Layoff/Recall List.** In the event the Employer determines it is necessary to reduce the number of employees or hours of work within a given classification, employees within such classification shall be laid off with the least senior employee being laid off first. That employee's name shall be placed on a recall list and recall from layoff shall be on the basis of seniority. Employees placed on a recall list shall remain on such a list and be eligible for recall for a period of up to one (1) year.

**Section 10.2. Lost Hours List.** If an employee experiences a loss of work hours during a week due to patient volume, that employee may request to work replacement hours up to their FTE. When new assignments become available, employees who've requested replacement hours shall have the first opportunity for the assignment based on seniority, and in accordance with the process established in, Section 9.1. Employees who've requested replacement hours will be eligible for new assignments until they have recouped their lost hours.

In the event that management has determined that there are available tasks that bargaining unit employees could assist with, management may, in its sole discretion, offer those tasks to employees who have requested replacement work hours. The Union agrees that it will not attempt to accrete those tasks or positions into the bargaining unit. Sections 9.1 and 9.3 do not apply to this provision.

The Employer may not use substitute, temporary, provisional, probationary employees or any other employees outside the unit to do unit work while any senior, qualified employee remains on layoff and requests work.

## **ARTICLE 11** **Resignation**

**Section 11.1.** If an employee fails to report for work for forty-eight (48) consecutive hours without notifying the Employer, the employee shall be deemed to have voluntarily resigned. However, if thereafter the employee can furnish the Employer with reasonable proof that the employee was unable to report to work or notify the Employer due to illness, injury or some other unforeseen emergency, then the employee shall be reinstated without loss of seniority.

If an employee, who is not on an approved leave of absence, has refused to accept all work assignments during a sixty-day period, or has failed to respond to reasonable attempts by St. Luke's Home Care management to contact them for a sixty-day period, shall be considered to have voluntarily resigned and the employee will then be terminated.

**Section 11.2.** Employees electing to resign shall provide the Employer with a fourteen (14) day written notice, and continue working during this period; however, if the employee requests to be relieved sooner and a replacement can be provided by the Employer, the request shall be approved.

## **ARTICLE 12** **Holidays**

**Section 12.1.** The following shall be considered holidays: New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve (only hours worked after 5:00 p.m.) and Christmas Day.

**Section 12.2.** Employees who work on a holiday will be paid at the rate of double time their normal rate of pay for all hours worked on the holiday. Part-time employees who do not work on a designated holiday are eligible to use accrued PTO time for the holiday. Full time employees will receive 8 hours of pay at their regular rate of pay as their holiday benefit when the holiday is not worked. Home Care employees with usual Monday – Friday day schedules observe the above mentioned holidays on the Friday prior to such holiday when it is on a Saturday, and on the following Monday when it is on a Sunday.

## **ARTICLE 13** **Personal Time Off**

**Section 13.1.** Employees who average .6 F.T.E. and above during the immediately preceding consecutive thirteen (13) weeks calculated on a calendar year quarterly basis shall accrue personal time off (PTO) according to hours actually worked. PTO shall be paid at the employee's normal straight time hourly rate and shall accrue according to the following schedule effective April 12, 2021:

<b>Years of service (2080 hours = 1 year)</b>	<b>Hourly accrual factor</b>	<b>Annual PTO Hours –Full time Employees (approx.)</b>	<b>Annual PTO Days – Full time Employees (approx.)</b>	<b>Maximum Accrual</b>
0 years – 4 years	.061538	128	16	250
5 years – 9 years	.076923	160	20	250
10 years – 14 years	.092308	192	24	400
15 years – 19 years	.111538	232	29	400
20 years and over	.130869	272	34	400

Part-time employees working less than .6 shall earn pro-rated PTO hours according to the above schedule.

\*Employees currently earning a greater PTO accrual rate under the previous schedule will be grandmothered at that accrual rate until they advance to the next PTO accrual level on the table above. They will be eligible for the corresponding maximum accrual level upon ratification.

**Section 13.2. Maximum Accrual of PTO.** Employees may accrue PTO up the maximum accrual in accordance with the table in Section 13.1:

**Section 13.3. PTO Requests.**

A. PTO Requested One Year in Advance

PTO may be requested not more than 13 calendar months in advance of the month the requested PTO days fall in. For example, an employee can first request PTO for July 2, 2019 on June 1, 2018. Similarly, an employee can also request PTO on June 1, 2018 for a PTO July 25-29, 2019. PTO requests that cross over a month are eligible for consideration depending on which month the majority of days fall – a tie goes to the earliest month. For example, a PTO request of June 30- July 6, 2019 is eligible for consideration on June 1, 2018. A PTO request from June 27-July 2, 2019 is eligible for consideration on May 1, 2018.

PTO requests received early will be denied and not considered. If an employee submits a request early, it will not be held for later consideration. He or she will have to resubmit it in the proper timeframe to have it considered.

The first seven (7) days of each month that PTO requests can be considered, they will be granted in order of seniority. After 7 days, PTO requests will be granted on a first come basis.

Example A:

Abby, Ben, Cliff and Dan work on the same unit and all want time off on July 15, 2019. Their unit allows two staff to be gone at once. They are listed in order of seniority (Abby is most senior, Dan is least senior). On June 1, 2018 Cliff makes his request. On June 2, Dan makes his request. On June 7, Ben makes his request. On June 8, Abby makes her request. Ben and Cliff will have their request granted. Even though Abby is the most senior, by the time she requested it, seniority wasn't the deciding factor.

## Example B. PTO Requested Less Than One Year in Advance

PTO requests made less than a year in advance can be submitted at any time, but no later than 28 days before the next schedule is posted during which the PTO would occur unless the manager and employee mutually agree that PTO time could be granted without negatively impacting staffing levels. The employee is provided with a response within two weeks of the date received. These requests are granted on a “first-come, first-served” basis.

All accrued, but unused PTO time will be paid at termination provided proper written notice has been provided to the Employer. For purposes of this article, proper notice of resignation shall require fourteen (14) days advanced written notice received by the immediate supervisor or department director.

**Section 13.4. Sick Leave (Paid & Unpaid).** Prompt notice shall be given the Employer when any absence from work is due to illness. Any employee who has more than five (5) occurrences of sick absences per calendar year will be required to furnish evidence of such illness (generally a physician's statement) which is satisfactory to the Medical Director of St. Luke's Occupational Health Service; failure to furnish such evidence as required will disqualify the employee from receiving PTO for the day(s) in question. Promptly following the fifth (5th) occurrence, the Employer shall meet with the employee to review this procedure and discuss any mitigating circumstances which may exist and are contributing to these absences. St. Luke's policies and procedures are in compliance & run concurrent with the City of Duluth's Earned Sick and Safe Time Ordinance.

Upon the implementation of the PTO program all employees who currently have accrued vacation leave shall have such leave converted to PTO, and use of such accruals shall be subject to the other terms and conditions of this Article XIII.

**Section 13.5. PTO Cash Out.** PTO may be cashed out in accordance with St. Luke's Policy: Vacation/PTO Cash Out.

### **Section 13.6. Short Term Disability.**

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

## **ARTICLE 14. Leaves of Absence**

**Section 14.1. Family and Medical Leave (MLA - State and Federal) Under Family and Medical Leave Act of 1993.** To the extent required by and in accordance with applicable law, a leave of absence without pay shall be granted to an employee for the following reasons:

- a. Medical Leave. In the case of a serious health condition of the employee or the employee's parent, spouse or child certified by a health provider as medically necessary.

- b. Parenting Leave. The birth of an employee's child or placement of an adopted or foster child or legal ward in the employee's home.
- c. Military Exigency. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

**Section 14.2. Personal Illness or Injury.** Employees shall be required to utilize PTO for any time away from work for personal illness or injury, other than work related workers compensation leave. Any unused PTO shall be paid to the employee in the pay period immediately following the ninetieth (90th) calendar day of absence.

**Section 14.3. Jury and Witness Duty.** An employee receiving notice of jury duty shall promptly notify Employer of such fact. Only employees who notify the Director of St. Luke's Home Care in writing two weeks in advance of the commencement of jury duty so as to allow changes in schedule will be eligible to receive jury duty pay. The Employer will pay an eligible employee called and serving on jury duty the difference between the total amount paid such employee by the judicial authority and the straight time, day shift rate of pay such employee would have earned. Time spent on jury duty and the pay received therefore, will count toward accrual of benefits. If an employee is released from jury duty, she or he shall promptly call Employer, and, if requested, report for work. The Employer's obligation to pay an eligible employee for jury duty applies only to petit jury service and is limited to one two week period of any contract year.

The jury duty leave with pay above specified shall apply to and be available only to employees who have worked 0.6 F.T.E. time, or more, during the 13 weeks immediately preceding commencement of jury duty.

An employee subpoenaed to Court as a witness will be granted unpaid leave time for the purpose of testifying in Court. Under such circumstances, an employee may use accrued PTO if desired. Upon receipt of a subpoena, an employee shall immediately present such subpoena to her/his supervisor in order to facilitate staffing adjustments where necessary. After an employee has testified, she or he shall promptly call the Employer, and, if requested, report for work. In the event an employee is subpoenaed as a witness for the Employer as a result of a job related event, such employee will receive her or his regular straight time rate of pay for the time spent testifying.

**Section 14.4.** Employees on unpaid leaves of absence shall not accumulate hours for benefits other than those provided for by the Family and Medical Leave Act of 1993.

**Section 14.5. Uniformed Services Employment and Reemployment Rights.** As provided for under 38 U.S.C. S.4301 et seq., the Employer will provide military duty leave as defined by Federal law.

**Section 14.6. School Conference and Activities Leave.** The Employer shall accommodate requests for school conference and activities leave for up to 16 hours during any twelve (12)

month period in accordance with the terms and conditions provided for in Minn. Statute Sec. 181.9412 School Conference and Activities Leave.

**Section 14.7. Funeral Leave.** Up to three (3) days funeral leave time will be granted to eligible employees (.60 FTE or greater (48 or more hours per pay period) and who have successfully completed their probation as defined in Section 7.1) for the purpose of attending the funeral of an immediate family member. An immediate family member is defined as: husband, wife, children, step-children, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great grandparent, grandchild, great grandchild, father and mother (father and mother means either the natural or step parents of the employee or spouse of the employee) (grandparent and great grandparent means the grandparent of the employee or the spouse of the employee) for purposes of this benefit.

Two (2) days are allowed when the funeral is within one hundred (100) miles of the Employer's business office and three (3) days are allowed when the funeral is more than one hundred (100) miles away, providing they are normally scheduled work days. If an employee has no accrued and unused PTO, unpaid leave will be granted in accordance with the above provisions

**Section 14.8. Time off to vote.** The Employer shall accommodate requests for time off to vote in accordance with Minn. Stat. 204C.04.

**Section 14.9. Union Leave.** Upon thirty (30) calendar days advance written request from the Union, up to two (2) employees covered under this section who are elected or appointed to a Union Office, Committee, or as a Union Delegate shall be granted unpaid leave, provided the granting of such leave will not deprive clients of needed services. In determining whether the granting of such leave will deprive clients of needed services, the Employer shall act in good faith and not in an arbitrary or capricious manner.

**Section 14.10. Snow Days.** In the event that an employee is unable to report to work due to inclement weather, the employee will be allowed to use accrued PTO time for those hours that the Duluth Transit Authority (DTA) stops bus service due to inclement weather or if St. Luke's management allows on a case by case basis.

**Section 14.11. Other Leaves of Absence.** This type of leave is an unpaid leave of absence from work granted for reasons other than those specifically outlined in this Agreement. These leaves are granted at the sole discretion of management. The Employer shall reply to the request in writing in a timely manner.

## **ARTICLE 15**

### **Health and Dental Insurance**

#### **Section 15.1. Health Insurance.**

Effective the first day of the month following thirty (30) days of employment, an employee with a designated FTE of 0.6 or greater shall be eligible to participate in the Employer's health insurance programs then in effect, subject to the waiting periods, rules, and requirements of the carrier. An eligible employee who enrolls in the Employer's health insurance program shall

contribute toward the payment of the monthly premium by means of payroll deduction. The Employers contribution for health insurance shall be the same as all eligible non-contract employees. In the event that health insurance benefit coverage, available plans or deductible changes for the majority of all eligible non-contract employees, then AFSCME bargaining unit members will also be adjusted accordingly. Coverage and eligibility are subject to the rules and regulations of the plan. Employer agrees to meet and confer with Union prior to making a decision to change insurance carrier/third party administrator.

**Section 15.2. Dental Insurance.** Effective on the first day of the month following 30 days of employment, an employee with a designated FTE of 0.6 or greater shall be eligible to participate in the Employer's group dental plan then in effect, subject to the definitions, exclusions, deductibles, and other terms of the group dental policy. The Employers contribution for dental insurance shall be the same as all eligible non-contract employees. In the event that dental insurance benefit coverage, available plans or deductible changes for the majority of all eligible non-contract employees, then AFSCME bargaining unit members will also be adjusted accordingly.

Employer agrees to meet and confer with Union prior to making a decision to change insurance carrier/third party administrator.

## **ARTICLE 16** **Mileage Reimbursement**

**Section 16.1. Mileage Reimbursement.** An employee may be required by the Employer to use her/his own vehicle for client home visits and other business of the Employer. Subject to Employer's policy on determining reimbursable mileage, an employee shall be reimbursed for such mileage at the "optional business standard mileage rate" as determined by the Internal Revenue Service from time to time for such miles driven in rendering services to a client at the I.R.S. rate for such mileage.

Employees working a minimum of 14 assignments per month may in lieu of claiming mileage reimbursement, submit a receipt for the purchase of a DTA bus pass, and the cost of such bus pass shall be reimbursed to the employee as compensation for all mileage expenses for that month. In no circumstances may an employee claim a bus pass reimbursement and mileage reimbursement in the same month. Employees not working the required 14 assignments per month will be reimbursed for mileage expense either in accordance with the terms of this article for uses of personal vehicles or in accordance with the current per trip rate for utilizing public transportation.

**Section 16.2. Travel Time.** Travel time shall be compensated.

**ARTICLE 17**  
**Life Insurance**

**Section 17.1. Life Insurance.** Effective on the first day of the month following thirty (30) days of employment, an employee with a designated FTE of 0.6 or greater shall be eligible to participate in the Employer's group life insurance plan then in effect, subject to the definitions, exclusions, rules and other requirements of the carrier. Employer shall provide at its cost a group term life insurance policy in the face amount of \$25,000.00 for eligible employees. Upon notice to and after consultation with the Union, Employer shall have the right to change the insurance carrier provided no interruption or substantial diminution of benefit is effected.

**ARTICLE 18**  
**Pension**

**Section 18.1. Pension.** Employer will provide a pension plan for eligible employees who have been employed one year and have worked 1,000 hours. Once that initial eligibility requirement has been met, Employees will enter the pension plan on either January 1 or July 1 following eligibility, based on plan requirements. Upon notice to the Union and after consultation with the Union, Employer reserves the right to alter, amend, terminate or change the pension plan and administrator. To remain eligible for a contribution to the pension plan an employee must meet the plan requirements.

**Section 18.2 . Fixed Contribution Pension Option.** The Hospital has established a Fixed Pension Option (formerly called Defined Contribution.) A current employee hired on or before January 1, 2006 who meets the requirements of the Plan may elect to participate in the new Fixed Contribution Option during an "open enrollment" period in 2006. In which event such employee's benefits under the Hospital's Defined Benefit Pension Plan shall be "frozen" at current levels; employees who do not elect this option will remain in the current Defined Benefit Pension Plan. Employees hired or who become eligible after January 1, 2006 who meet Plan requirements will be eligible to participate in the Hospital's Fixed Contribution option but may not participate in the Hospital's Defined Benefit Pension Plan.

**Section 18.3. Frozen Pension Benefit**

Effective January 1, 2023 the Defined Benefit and Target Benefit pension participation will be frozen. Employees will not lose the benefit they've already earned as a result of this change, however, the current value of the earned monthly pension benefit will no longer increase.

Effective January 1, 2023 all affected employees will enter the Fixed Contribution pension plan (formerly called Defined Contribution Pension) and St. Luke's contribution into this plan will increase from 3% of salary to 4% of salary. This Fixed Contribution is made annually to employees directly into their 401(k). The maximum annual salary recognized in the Fixed Contribution plan will continue to be \$80,000.

Additionally, the current service year maximum of 30 years will be removed from the Fixed Contribution Pension plan, so employees with 30 years of benefit service or more will continue to earn the benefit.



Employees who are already enrolled in the Fixed Contribution plan will continue to receive their pension contribution annually directly into their 401(k). They will also receive the increase in pension contribution of 4% of salary effective January 1, 2023 (up to a maximum salary of \$80,000) and the maximum years of benefit service cap will be removed.

**ARTICLE 19**  
**Wages**

**Section 19.1. Wages.**

a. Effective the first pay period after January 1, 2024, all employees covered by this Contract will be paid for the hours worked during the period of this contract in accordance with and as specifically provided in the wage schedules attached and marked Schedule "A". Effective the first pay period after January 1, 2025 Schedule "B" will be effective, and the first day of the pay period after January 1, 2026 Schedule "C" will be effective. b. Part-time employees shall receive the length-of-service increments as provided in Schedules "A" and "B" and "C" for continuous hours worked in the classification as follows:

Six Month Rate	1,040 hours worked
One Year Rate	2,080 hours worked
Two Year Rate	4,160 hours worked
Three Year Rate	6,240 hours worked
Four Year Rate	8,320 hours worked
Five Year Rate	10,400 hours worked
Ten Year Rate	20,800 hours worked
Twelve Year Rate	24,960 hours worked
Fifteen Year Rate	31,200 hours worked
Seventeen Year Rate	35,360 hours worked
Twenty Year Rate	41,600 hours worked

a. Eligible employees shall receive length-of-service increments based upon hours worked in the particular classification. At the Employer's discretion a new employee may be given credit on the length-of-service increment scale for prior relevant experience. An employee transferring from one classification to another may, at the Employer's discretion, be given credit for some or all prior relevant work experience in determining such employee's placement on the length-of-service increment scale.

**Section 19.2. Market Differential**

If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain staff for a specific job title, the Employer may implement a market differential as outlined below.

- The Market Differential will be given to current employees in the job title and new hires into the job title.
- The Market Differential will be a rate determined by management, paid on hours paid.

- The Market Differential will not be part of the base wage.
- Annual increases are calculated on the base wage only.
- The Employer may reduce or discontinue the Market Differential for new hires and for current employees after it has been in place for 6 months.
- Per the FLSA, the Market Differential shall be considered in the calculation of overtime pay.

## **ARTICLE 20**

### **No Strike - No Lockout**

**Section 20.1. No Strike.** During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind (economic, unfair labor practices or otherwise), and there shall be no boycott, picketing, work stoppage, slow down, or any other type of organized interference, coercive or otherwise, with the Employer's business. Participation in any strike, slow down, sit down, stoppage of work or other similar activity brought about either by action of the Union or by action of individuals or groups without Union authority shall be just cause for discharge by the Employer.

**Section 20.2. Unauthorized Strike.** In the event any violation of the previous paragraph occurs, the Union agrees as follows:

- a. The Union shall declare publicly that such action is unauthorized by the Union, if requested to do so by the Employer.
- b. The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.
- c. The Union shall not question the unqualified right of the Employer to discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such violation may be subject to the grievance/arbitration procedure.

**Section 20.3. No Lockout.** There shall be no lockout by the Employer during the term of this Agreement

## **ARTICLE 21**

### **Labor Management**

#### **Section 21.1**

A Labor/Management Committee consisting of representatives of management and representatives of the employees covered by this Agreement shall be formed and convened upon request by either party to consider any issues of mutual interest. The Labor/Management Committee shall have no power to modify the terms of this Agreement nor to adjust grievances.


**ARTICLE 22**

**Duration**

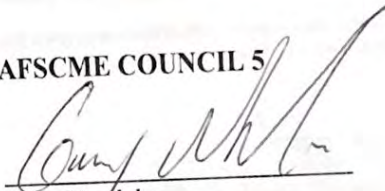
**Section 22.1.** This Agreement as to wages (current employees only) shall go into full force and effect and be binding upon the signatories hereto, from and after the first pay period after execution of this agreement, and in all other respects from and after the date of execution hereof by both parties and shall continue in full force and effect through December 31, 2026, and thereafter from year to year unless either party hereto shall at least sixty (60) days prior to the termination of the contract, notify the other party in writing of its intention to reopen or terminate this Agreement. It is agreed by both parties that if the notice is to reopen, this Agreement shall remain in full force and effect until there is agreement as to changes and amendments and the contract is signed.

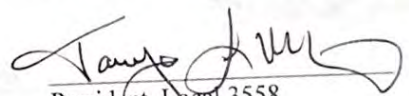
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives the day and year first above written.

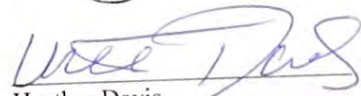
**ST. LUKE'S HOME  
HEALTH SERVICES**

  
Eric Lohn  
Co-President/CEO & CFO

**AFSCME COUNCIL 5**

  
Gary Vendela,  
Northern Field Director

  
President, Local 3558

  
Heather Davis,  
Field Representative

LETTER OF UNDERSTANDING REGARDING EDUCATIONAL EXPENSES


During the course of negotiations of the 2001-2002 contract, the parties discussed and agreed to the following, regarding Educational Expenses. By our signatures below, we agree that the following language defines that agreement.

The Employer will provide educational expenses of tuition, required text(s) and examination fees to employees who wish to pursue certification as a Home Health Aide.

Employees must apply, on a form provided by the Employer, and receive approval for educational expenses at least one (1) month prior to the beginning of the program. The employee must work for the Hospital at least six (6) months following completion of the program.

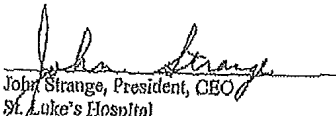
Failure to successfully complete the program, or failure to remain in the employ of the Hospital for the required six (6) month period, will result in the employee's having to reimburse the Hospital for expenses provided to the employee prior to the beginning of the program.

This is a discretionary program offered by the Employer and may be discontinued as determined by the Employer at any time during the term of this Agreement with a sixty (60) day notice to the Union.

  
Sarah Stangerson, Business Representative  
AFSCME Council 96

Date

10-12-06

  
John Strange, President, CEO  
St. Luke's Hospital

Date

10/17/06

Schedule A		Effective first pay period after 1/1/2024										
	Start	6 month	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	10 Yrs	12 Yrs	15 Yrs	17 Yrs	20 Yrs
<b>Homemakers</b>	\$17.00	\$17.17	\$17.34	\$17.69	\$18.22	\$18.77	\$19.70	\$20.49	\$20.90	\$21.32	\$21.75	\$22.18
<b>Home Health Aide</b>	\$17.41	\$17.58	\$17.76	\$18.12	\$18.66	\$19.22	\$20.37	\$21.39	\$22.03	\$22.69	\$23.37	\$24.07
Schedule B		Year 2 - Effective first pay period after 1/1/2025										
	Start	6 month	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	10 Yrs	12 Yrs	15 Yrs	17 Yrs	20 Yrs
<b>Homemakers</b>	\$17.38	\$17.55	\$17.73	\$18.08	\$18.62	\$19.18	\$20.14	\$20.95	\$21.37	\$21.80	\$22.24	\$22.68
<b>Home Health Aide</b>	\$17.80	\$17.98	\$18.16	\$18.52	\$19.08	\$19.65	\$20.83	\$21.87	\$22.53	\$23.21	\$23.91	\$24.63
Schedule C		Year 3 - Effective first pay period after 1/1/2026										
	Start	6 month	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	10 Yrs	12 Yrs	15 Yrs	17 Yrs	20 Yrs
<b>Homemakers</b>	\$17.77	\$17.95	\$18.13	\$18.49	\$19.04	\$19.61	\$20.59	\$21.41	\$21.84	\$22.28	\$22.73	\$23.18
<b>Home Health Aide</b>	\$18.20	\$18.38	\$18.56	\$18.93	\$19.50	\$20.09	\$21.30	\$22.37	\$23.04	\$23.73	\$24.44	\$25.17