



Part of Fairview
Health Services



**Letter of Understanding
Staffing Shortage and Scheduling
October 4, 2024**

This Letter of Understanding is entered into between Grand Itasca Clinic and Hospital (hereafter “Employer”) and United Food and Commercial Workers Union Local #1189 (hereafter “Union”) representing the employees of Grand Itasca Clinic and Hospital.

WHEAREAS the Employer and the Union negotiated the labor agreement currently in place and all changes to the Labor Agreement were negotiated in good faith and understood by both parties upon ratification of; and

WHEREAS recruiting and retaining staff to care for patients is a high priority; and

WHEREAS maintaining adequate staffing levels is essential to ensure quality care of patients; and

WHEREAS there is currently a state and regional shortage of licensed practical nurses and certified medical assistants; and

WHEARAS the Employer does not have adequate licensed practical nurses and certified medical assistants to meet critical staffing needs; and

WHEREAS employees have asked the Employer to explore alternative scheduling/staffing models to address the staffing shortage.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. **Effective October 7, 2024, through June 1, 2025**, the Employer may schedule qualified employees to fulfill open shifts and/or duties on the **draft schedule** per the process below and in accordance with the scheduling timelines in Article 6, Scheduling and Hours of Work:
 - a. Notice of open shifts will be simultaneously shared with LPNs/CMAs and other qualified staff, as determined by the employer.

- b. If multiple offers to fill a shift are received, then shift awarding (with the Employer's standard priority for first awarding full shifts prior to awarding partial shifts), will be as follows:
 - i. LPN/CMA will be awarded the shift, in seniority order, straight pay.
 - ii. LPN/CMA will be awarded the shift, in seniority order, with premium pay.
 - iii. Casual LPN/Casual CMA will be awarded the shift.
 - iv. Qualified staff, as determined by the Employer, will be awarded the shift.
 - c. Prior to mandating an LPN/CMA to fill an open shift, a qualified employee, as determined by the Employer, will be awarded the shift.
 - d. Mandate an LPN/CMA.
2. **Effective October 7, 2024, through June 1, 2025**, the Employer may schedule qualified employees to fulfill open shifts and/or duties on the **live schedule** per the process below:
 - a. Notice of open shifts will be simultaneously shared with LPNs/CMAs and other qualified staff, as determined by the employer.
 - b. Following a 15-minute response time the Employer shall award the shift or partial shift.
 - c. If multiple offers to fill a shift are received, then shift awarding (with the Employer's standard priority for first awarding full shifts prior to awarding partial shifts), will be as follows:
 - i. LPN/CMA will be awarded the shift, in seniority order, straight pay.
 - ii. LPN/CMA will be awarded the shift, in seniority order, with premium pay.
 - iii. Casual LPN/Casual CMA will be awarded the shift.
 - iv. Qualified staff, as determined by the Employer, will be awarded the shift.
3. **Effective October 7, 2024, through December 31, 2024**, the Employer will provide an additional \$1.70 per hour (which is the equivalent of \$5.00 per hour) "Prescheduled Extra Shift Incentive Bonus" as noted below:
 - a. The employee must either
 - i. Work their regularly scheduled FTE or high end of their flex FTE hours in the same pay period; or

- ii. use PTO or Personal Business Day (PBD) hours for a pre-scheduled and approved absence, as noted on the schedule, and works their remaining regularly scheduled FTE or high end of their flex FTE hours in the same pay period; and
- b. The extra shift worked is three (3) or more hours; and
- c. The extra shift is worked during the period October 7, 2024, through December 31, 2024; and
- d. The extra shift was awarded during the period October 7, 2024, through December 31, 2024.


4. Term of Agreement:

- a. Effective January 31, 2025, or thereafter, either party may provide a 60-day written notice to terminate the full Letter of Understanding.
- b. The agreement shall expire on June 1, 2025, at which time the parties may terminate, extend, or modify only these sections of the Letter of Understanding.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE UNION

Signed by:



Tuan Vu, UFCW Representative

10/4/2024

Date

FOR THE EMPLOYER

DocuSigned by:



Katherine Burns-Christenson,
Senior HR Director

10/7/2024

Date