

Mercy Hospital – Mercy Campus:

| <u>LOU</u> | <u>Action</u> |
|---|---|
| LOU II – Openings Occurring Less than 24 Hours Before Shift | Remove from contract book. See Item 2. |
| LOU – Health Plan Provisions (only applies to Choice and Advantage plans) | Remove from contract book. LOU has no continuing relevance or application. |
| LOU – Pediatric Affiliations | Renew for duration of successor agreement. |
| LOU – Labor/Management Cooperation | Renew for duration of successor agreement. |
| LOU – Allina Health and Safety | Renew for duration of successor agreement. |
| LOU – Accommodation | Renew for duration of successor agreement. |
| LOU – ANA Statement on “Risk Versus Responsibility in Providing Nursing Care” | Renew for duration of successor agreement. |
| Health and Safety Action Plan Summary | Renew for duration of successor agreement. |
| 1998 Mercy Local Action Plan | Renew for duration of successor agreement. |
| LOU – Master Contract | Renew for duration of successor agreement. |
| LOU – Workers’ Compensation Pay Supplement | Renew for duration of successor agreement. |
| LOU – Allina Clinical Nursing Practice Council | Renew for duration of successor agreement. |
| LOU – Safe Patient Handling | Renew for duration of successor agreement. |
| LOU – Acuity System | Remove from contract book. LOU has no continuing relevance or application. |
| LOU – Breaks | Renew for duration of successor agreement. |
| LOU – Orientation Travel Time | Renew for duration of successor agreement. |
| LOU – Community- or Region-Wide Emergency Response | Renew for duration of successor agreement. |
| LOU – Pre-Tax Reimbursement Fund Forfeitures | Renew for duration of successor agreement. |
| 2001 Mercy Local Action Plan | Renew for duration of successor agreement. |
| 2004 Mercy Action Plans | Renew for duration of successor agreement. |

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| 2007 Mercy Work Plan | Remove from contract book. LOU has no continuing relevance or application. |
| Agreement Regarding Payment for Attendance at Meetings | Renew for duration of successor agreement. |
| LOU – RNs working as interim Patient Care Supervisor | Renew for duration of successor agreement. |
| LOU – Capacity Pager Program | Renew for duration of successor agreement. |
| Agreement: “Clinical Group” in Sections 15. A and E of CBA – Layoff (2011) | Renew for duration of successor agreement. |
| Agreement: Section 3.F – Bonus for Extra Unscheduled Weekend Shifts (2011) | Renew for duration of successor agreement. |
| LOU – Low Need Hours (2011) | Remove from contract book. See Item 1. |
| LOU – Service Leads in Procedural Care Center | Renew for duration of successor agreement. |
| LOU – Mandatory Education Scheduling | Renew for duration of successor agreement. |
| LOU – Health Insurance Committee | Renew for duration of successor agreement. |
| LOU – ED Security | Renew for duration of successor agreement. |
| LOU #32 – Process Improvement Projects | Renew for duration of successor agreement. |
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LETTER OF UNDERSTANDING II

Mr. Tom McLaughlin
Vice President
Health One Mercy Hospital
4050 Coon Rapids Boulevard
Coon Rapids, MN 55433

Dear Mr. McLaughlin:

The parties, during negotiations, discussed the problem the Hospital was experiencing in complying with the following language found in Section 29 (current Section 33 in the June 1, 2001 to May 31, 2004 contract):

"If the discovery is first made by the Hospital less than twenty-four (24) hours before the opening, the Hospital shall communicate such offering by telephone calls to the qualified Hospital nursing staff."

The parties agree that the language quoted above should be clarified. In this connection, the parties agree that the practice to be followed regarding openings that occur less than twenty-four (24) hours before the start of the shift where the opening exists should be as follows:

1. The Hospital will continue to receive written requests from nurses where nurses will indicate their availability by date and shift to work extra shifts and, from that list, the Hospital will contact the individual nurses in order of seniority whose stated availability matches the opening; and
2. If openings remain after the procedures set forth in paragraph 1 have been utilized, the Hospital will then be free to contact such individuals in seniority order that the Hospital believes would be available to work extra shifts. The parties further agree that the Hospital's decision on when to stop calling Hospital staff nurses in an effort to fill the opening and instead proceed to obtain a nurse from an outside pool agency must be determined by the Hospital based on all the facts and circumstances.

Sincerely,

SIGNED

James R. Bialke
Staff Specialist, Labor Relations

HEALTH PLAN PROVISIONS

LOU 1992

In connection with the settlement of the 1992-1995 Contract Agreements between the Minnesota Nurses Association and (a) Health One Mercy Hospital, (b) United/Children's Hospitals and (c) Health Employers, Inc. (Phillips Eye Institute), Health One Corporation and the Minnesota Nurses Association reached certain agreements related to the Health One health plan provisions in effect during the terms of the 1992-1995 Contract Agreements noted above. In addition, these provisions as set forth below shall be in effect and shall apply to all agreements between Health One and the Minnesota Nurses Association, including the agreements currently in effect at River Falls Area Hospital, Sioux Valley Hospital of New Ulm, and Health One Owatonna Hospital.

1. Health One shall provide nurses the benefits contained in the Health One Corporation Medical Plan (the "Plan"). The overall benefits of the coverage shall be no less than those provided in the Plan effective January 1, 1989, or as agreed upon between Health One and the Association.
2. In the event that a nurse or dependent covered by the Plan has a complaint or dispute concerning the provision of services or administration of the Plan which is not grievable under the applicable contract between Health One and the Association, the nurse or dependent shall use the appeal process in the Plan. Any complaint or dispute shall be reduced to writing and received by the hospital's personnel department within the timeframes set forth in the Plan's appeal process.

If this process is not successful in the satisfactory resolution of the complaint or dispute, then the covered individual shall have the right to go to arbitration at his/her own expense. The cost of any arbitration shall be borne equally between the individual filing and Health One, with each party to pay its own costs and fees.

The arbitration request shall be reduced to writing and received by the hospital's personnel department within twelve (12) workdays or receipt of the final denial letter. This provision shall not apply in the event the employee elected to litigate the complaint or dispute in a civil action rather than commence arbitration. No medical malpractice claims shall be required to be subject to arbitration.

The time limitations set forth herein relating to the time for filing a complaint/dispute or a demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the complaint/dispute being waived for arbitration purposes only and it shall not be submitted to arbitration.

3. Health One shall offer two (2) options for dependent coverage: single plus one and full family coverage. Health One and the nurse shall each pay the amounts specified for each as set forth in the applicable contract.
4. Subject to the pre-existing condition limitations in the Plan related to transplant coverage and eligibility, eligible nurses and their dependents shall be offered an initial enrollment period in which to join the Plan without showing evidence of good health. Further,

certain life events shall also provide the nurse and/or dependents the opportunity to enroll in the Plan without showing evidence of good health. Such life events shall include birth, adoption, change in dependent status, divorce or death of a spouse, or the involuntary loss of current insurance, including loss of current insurance through the voluntary or involuntary termination of a spouse's employment, all as defined and set forth in the Plan documents.

Details regarding eligibility periods shall be contained in the Summary Plan Description.

5. Health One recognizes the fact that it is the insurer, the provider of services, and the employer of nurses covered under the Plan. Health One and each of its hospitals recognizes their duty to develop and maintain controls on medical and insurance records, including computerized data, which prevents inappropriate access to confidential medical or insurance information.
6. Health One shall continue to offer pre-tax savings plans to all nurses. Their plans will include tax deferred annuity plans (403[b] plans). Health One shall not be limited by this agreement to provide a specific plan.

Very truly yours,

SIGNED

Mark G. Mishek
General Counsel

PEDIATRIC AFFILIATIONS

LOU May 13, 1992
Amended 2004

The parties acknowledge that as a result of any consolidation or affiliation, the legal relationships between and among various hospitals may change and that a number of changes could occur in such areas as employee benefit plan consolidation, payroll practices, service locations, and so on.

Each party to the Letter of Agreement agrees to provide the Association with regular updates on the status of the above referenced consolidation or affiliation activities and will meet with Association representatives as requested to answer questions and respond to concerns. The Association will receive formal notice of material changes resulting from the Health One/LifeSpan consolidation or from any pediatric affiliations which will affect registered nurses covered under any contract with the Association at least thirty (30) days prior to any proposed implementation dates.

The parties to this Letter of Agreement (as well as any successor corporation created as a result of the Health One/LifeSpan consolidation) shall meet with the Association to negotiate the effects of any changes caused by the consolidation and the application of provisions within the affected contract agreements.

The parties acknowledge that this letter shall not supersede or alter the provisions of any contract agreement between the Association and a party to this Letter of Agreement. Without limiting the foregoing, the parties agree that the provisions of Sections related to Job Protection of the United/Children's Hospitals contract, of the Health One Mercy Hospital contract, and of the Twin Cities contract shall be fully applicable to the proposed Health One/LifeSpan consolidation.

Agreed to this 13th day of May 1992.

SIGNED

Minnesota Nurses Association

SIGNED

Health One Corporation

SIGNED

Abbott-Northwestern Hospital, Inc.

SIGNED

Children's Hospital of St. Paul

SIGNED

Minneapolis Children's Medical Center

LABOR/MANAGEMENT COOPERATION

LOU 1995

The Allina Hospitals and the Association agree that there is a need for and a mutual commitment to improving labor/management cooperation at all local sites. To facilitate this, the Hospitals will communicate the principles of and commitment to labor/management cooperation through their top leadership in their value/mission statements or other appropriate documents.

Local Labor/Management Allina Committees:

Each Hospital and the respective Minnesota Nurses Association Chairpersons will determine the most appropriate Labor/Management structure and process for their organization, taking into consideration contractual agreements applicable to that hospital as well as past successes with existing committees. For this purpose, a labor/management committee is defined as having equal representation from hospital management and Minnesota Nurses Association representatives. These committees may include, but are not limited to, Joint Nursing Care Delivery, Nurse Health and Safety, Staffing Advisory Committee, and Labor/Management. Each committee will operate under some guiding principles which may include the following:

- ◆ Problem solving training for all members of the committees
- ◆ Development of a charter or mission which outlines the purpose, membership, outcomes expected, and timelines
- ◆ Behavioral standards or ground rules
- ◆ Methods for bringing issues to the committee
- ◆ Mutually agreed upon decision making criteria
- ◆ Process for routing of information, tracking outcomes, and providing feedback
- ◆ Methods for evaluating and improving the work of each committee
- ◆ Relationship to other committees
- ◆ Process for conflict resolution/grievance procedure

The Nurse Executive and Minnesota Nurses Association Chairpersons will meet every six (6) months to review the progress of each of the Labor/Management committees.

Signed this _____ day of _____ 1995.

HOSPITAL

MINNESOTA NURSES ASSOCIATION

By _____ SIGNED _____

By _____ SIGNED _____

ALLINA HEALTH AND SAFETY

LOU 1998
AMENDED 2004

Each Allina Metropolitan facility and MNA will plan and implement Health and Safety Labor Management Process(es) (to include MNA representatives) to address:

1. continued improvement in workplace health and safety.
 2. system-wide health and safety issues or changes.
 3. improved treatment of ill, injured, or disabled nurses.
 4. promotion of continuing and appropriate employment for ill, injured, or disabled workers.
- A. Jointly determine and periodically evaluate:
1. the physical demands of the essential functions of any bargaining unit position.
 2. the determination the exposure limits with the use of controls such as safety equipment by taking into consideration data and resources from the National Institute for Occupational Safety and Health (NIOSH), the International Labor Organization (ILO), other occupational health organizations and recognized standards and guidelines identified by the parties.
- B. Begin or continue assessment of ergonomic needs in Allina Hospitals, prioritize, and recommend solutions for inclusion in the capital budget in 1999 and subsequent years.
- C. Expedite the purchase and distribution of adequate numbers of effective, convenient lifting/patient handling devices within the Hospitals using fast track processes.
- D. Develop work group safety teams to perform environmental assessments, participate in equipment selection, provide staff education, and evaluate results using data driven processes.
- E. Post on each unit a quarterly report of types and rates of employee injuries for all Allina Metropolitan hospitals (employee confidentiality will be maintained).
- F. Implement a telephonic 24/7 process to receive injury reports and provide triage work to facilitate care.
- G. Insure that injured nurses receive consistent treatment and information in each hospital/organizational setting in which they are seen about their injury, regardless of the time of day.
- H. Develop a tool by which ill/injured/disabled nurses will evaluate their experience of the process from the initial injury report through the final resolution. Report evaluation results quarterly to the appropriate Labor-Management Committee(s).
- I. A MNA staff nurse will serve as an advocate for injured, ill, or disabled Registered Nurses to facilitate effective communication, navigate complex claims processes, and

support conflict resolution between the hospital management, Occupational Health Services, benefit claims staff, and individual nurses at each Hospital.

- J. Explore substitutes for hazardous substances and expedite substitution.
- K. Use of mechanisms established in the Medical Staff Bylaws to ensure physician compliance with safety policies and processes to prevent hazard exposure for nurses.
- L. Develop mechanisms to protect nurses from new, mutated, or resistant organisms using effective infection control methods.
- M. Identify and acquire appropriate, safe, and legal physical restraint equipment to prevent physical harm to nurses by confused, agitated, or aggressive patients.
- N. Implement the following to provide a violence-free workplace:
 - 1. The Hospital will provide a physical management curriculum by qualified instructor(s) that provides information and skills in threat assessment, de-escalation, physical protection, and behavior management for all nurses on an annual basis in high-risk areas and/or upon request.
 - 2. Each facility will establish and enforce one code of behavior for all in the facility.
 - 3. Each hospital will develop a mechanism to communicate to the public that the Administration and Employees of Mercy Hospital are committed to providing a therapeutic environment free from violence in any form to promote health within our community. We believe that each person, including patients and visitors, has a responsibility to maintain respectful, safe behavior in all their interactions while at Mercy Hospital. We will hold all individuals responsible for the effect their behavior has on our community.
 - 4. Develop a process to include a risk assessment upon admission to determine potential violence from patients, friends, and family.
 - 5. Develop a process to identify known violent patients to caregiver(s).
 - 6. Establish nametag guidelines which do not require Registered Nurses to include their last name on identification badges.
 - 7. The employer will extend reasonable cooperation to any Registered Nurse assaulted in the workplace who chooses to exercise his/her rights under the law.
- O. Develop an education plan for the following:
 - 1. Early recognition of latex sensitivity and allergy.
 - 2. Non-physical methods for management of assaultive and aggressive behavior of family, patient, significant other.
 - 3. Appropriate use of lifting devices.
 - 4. Engaging staff in safety promotion.
 - 5. Stress debriefing techniques for charge nurses and leaders. Promote use of stress debriefing techniques for staff following critical episodes.
 - 6. Need for and benefits of early reporting of injuries.

ACCOMMODATION

LOU 1998
Amended 2004

- A. Health and Safety standards will be established taking into consideration workplace assessments set forth in the Action Plan related to this issue. Data and resources from NIOSH, Occupational Health Organizations, and recognized standards and guidelines identified by the parties may be considered.
- B. The Hospital and the Association have identified shared interests that relate to maintaining an injured, ill, or disabled nurse's ability to continue meaningful productive work in a professional role which accommodates the nurse's disability and/or restriction(s). To that end, the parties further agree to the following:
1. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse's right to Minnesota Nurses Association representation. If the nurse rejects representation, it will be documented in writing and signed by the nurse. A copy of said document will be provided to the Minnesota Nurses Association before any scheduled meeting. If representation is rejected, the Hospital will, nonetheless, review options for accommodation with the Minnesota Nurses Association in order to facilitate mutual problem solving and consistency prior to a decision in all situations.
 2. The Association will be provided with all relevant information requested related to the accommodation of the Registered Nurse. Medical information will be released subject to written authorization of the nurse. Consistent with their status as employer and bargaining representative, respectively, the Hospital and the Minnesota Nurses Association will respect any confidential information being considered or disclosed.
 3. Each facility's Human Resources and Disability Specialist will develop and implement a process to continuously identify and communicate all open bargaining unit positions and non-bargaining unit positions within Allina for which an RN is qualified to the affected nurses and will review open positions with the MNA advocate in periodic meetings. Nurses who have a work-related illness, injury, or disability will be given hiring preference for those positions for which they are qualified.
 4. In evaluating the ability to accommodate a disability and/or restriction(s), the Hospital will consider an option to increasing the number of staff scheduled on a unit as a method of achieving accommodation.
 5. As part of these discussions and upon request of the Hospital, the Minnesota Nurses Association will waive the posting requirements of Section 17, "Schedules and Postings," relative to selected new or existing open positions which would allow the Hospital to accommodate a nurse who is currently a member of the bargaining unit in a bargaining unit position.
 6. The nurse who has not been, or in the future may not be, accommodated in a

bargaining unit position, retains bargaining unit seniority for all purposes for as long as the nurse is accommodated within Allina but outside the bargaining unit. The nurse shall be given preference in returning to any new or existing open bargaining unit position within four (4) years where the nurse is qualified and can be accommodated. If the nurse is not accommodated within Allina, the nurse will be considered to be on a Medical Leave of Absence for four (4) years.

If a nurse is accommodated within Allina, the nurse's employment status is that of the position which the nurse has accepted.

Each nurse who is not accommodated in a bargaining unit position will receive a letter, jointly developed by the Association and the employer, which details the nurse's rights, benefits, and employment status.

If a nurse accepts an Allina non-bargaining unit position, she/he may choose to continue medical benefits as provided by Section 26 in the same manner as a nurse who is not accommodated within Allina.

7. The parties agree to use the processes set forth in Section 19, "Promotions, Transfers, and New Positions," relating to the inclusion of new or existing positions into the bargaining unit for any and all new or existing positions where nurses currently or previously in the bargaining unit have been transferred.
8. The Hospital and the Association will jointly develop and periodically present education regarding the A.D.A.

ANA STATEMENT ON "RISK VERSUS RESPONSIBILITY IN PROVIDING NURSING CARE"

LOU 1998
Amended 2004

RISK VS. RESPONSIBILITY: The Minnesota Nurses Association and Allina believe that the American Nurses Association's (ANA) statement regarding Risk Versus Responsibility in Providing Nursing Care addresses the concerns raised about related issues during the 1995 negotiations. The ANA document is, therefore, adopted as a Minnesota Nurses Association/Allina joint statement on this issue. The Statement follows:

"This statement, developed by the Committee on Ethics of the American Nurses Association, examines the question, "At what point does it cease to be the nurse's duty to undergo risk for the benefit of the patient?" That question is particularly relevant for nurses caring for patients afflicted with communicable or infectious diseases such as typhoid, tuberculosis, plague, Hansen's disease, influenza, hepatitis-B, Legionnaires' disease, cytomegalovirus, and AIDS (acquired immune deficiency syndrome). Not only must nursing care be readily available to individuals afflicted with communicable or infectious diseases, but also, nurses must be advised on the risks and the responsibilities they face in providing care to those individuals. Accepting personal risk which exceed the limits of duty is not morally obligatory; it is a moral option.

According to the ANA Code of Ethics for Nurses, nurses may morally refuse to participate in care, but only on the grounds of either patient advocacy or moral objection to a specific type of intervention. Nursing is resolute in its perspective that care should be delivered without prejudice, and it makes no allowance for use of the patient's personal attributes or socio-economic status or the nature of the health problem as ground for discrimination.

The first statement of the ANA Code of Ethics for Nurses says, "The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems." Here, the code is addressing the issue of non-discrimination in the allocation of nursing resources (a question of justice and fairness).

Historically, nurses have given care to those in need, even at risk to their own health, life, or limb. Indeed, the Suggested Code of 1926 proclaims that "the most precious possession of this profession is the ideal of service, extending even to the sacrifice of life itself..." Nursing history is replete with examples of nurses who have knowingly incurred great risk in order to care for those in need of nursing or to contribute to the advancement of health science. Contemporary nurses, too, knowingly place themselves in jeopardy when giving care on the battlefield, in places of squalor and poor sanitation at home or abroad, in situations of natural or man-made disaster, and to those with communicable or infectious diseases.

As the Suggested Code of 1926 recognizes, the ideal of service is, in fact, an ideal. There are limits to the personal risk of harm the nurse can be expected to accept as a moral duty. The profession does not and cannot demand the sacrifice of the nurse's well-being, physical, emotional or otherwise, or the nurse's life for the benefit of the patient.

For assistance in resolving the question of risk versus responsibility, nurses must turn to the field of ethics for guidance. In ethics, the differentiation between benefiting another as a moral duty and benefiting another as a moral option is found in four fundamental criteria. As applied to nursing, they are as follows:

1. The patient is at significant risk of harm, loss, or damage if the nurse does not assist.
2. The nurse's intervention or care is directly relevant to preventing harm.
3. The nurse's care will probably prevent harm, loss, or damage to the patient.
4. The benefit the patient will gain outweighs any harm the nurse might incur and does not present more than minimal risk to the health care provider.

Nursing, as nursing, creates a special relationship between nurse and patient, with special duties for the nurse. The nurse is not a "stranger" and thus is not at liberty to walk away from those in need of nursing when all four of the criteria are met.

For example, in most instances, it would be considered morally obligatory for a nurse to give care to an AIDS patient. If the nurse is immunosuppressed, however, it could be reasonably argued that the nurse is not morally obligated to care for that patient on the grounds that the fourth criterion, the most crucial, has not been met. Apart from the issue of personal risk to the nurse, it must be mentioned that it is incumbent upon the hospital or agency administration to provide adequate safeguards, such as equipment and enforcement of procedures, for the protection of nursing staff.

Nursing is a caring, patient advocacy profession. Because of nursing's long history of standing ready to assist the ill and the vulnerable in society, society has come to rely on nursing and to expect that it will rise to the health demands of virtually any occasion. In a sense, this reciprocity is crucial to the life of the profession. All must know that care will be given when needed and that it will not be arbitrarily, prejudicially, or capriciously denied.

Yet, there are limits to the moral obligation of the individual nurse to benefit patients. Beneficence stands as a moral duty in those situations where the four criteria can be met. When not all the criteria can be met, the individual nurse must evaluate the situation according to the criteria and choose whether or not to go beyond the requirement of duty."

HEALTH AND SAFETY
MERCY AND UNITED HOSPITALS ACTION PLAN SUMMARY - 1998

A. HEALTH AND SAFETY

1. Pursue funding for research into emerging health care issues.
2. Strongly encourage the organizations and services with which Allina contracts to use needleless systems and non-latex products and non-powdered gloves.
3. Information about effective infectious disease management will be available on-line.
4. Evaluate data and methods about the use of lifting teams and no-lift policies.
5. Develop plans that reduce barriers to the manager/nurse manager allowing injured nurses to return to work.
6. The actual dollars spent for workers' compensation will be reflected in each unit's responsibility report. In no case will the consequences of such costs be borne by the ill/injured/disabled nurse or any bargaining unit nurse.

1998 MERCY LOCAL ACTION PLAN

During the 1998 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. The Mercy/MNA Labor Management Committee will be accountable for delegating action items for completion. Action Plans may have a time schedule and are usually adaptable to the individual Hospital and the Minnesota Nurses Association Labor Management process.

The following are the agreed upon Action Plans:

Bargaining Unit Composition

The Allina and Mercy Labor Management Committees, in collaboration with the Allina and Mercy Nursing Practice/Care Delivery Committees, will:

- Develop and implement a short-term plan by which to evaluate any direct/indirect patient care role/responsibilities which are under consideration to move from a bargaining unit RN role or be incorporated in a non-bargaining unit position prior to implementation. Consensus must be reached.
- Develop, implement, and evaluate process(es) by which the:
 - new positions/roles/responsibilities are evaluated to determine if these are bargaining unit positions.
 - existing non-management positions are evaluated for appropriate inclusion in the bargaining unit.
 - changes proposed in the work of the bargaining unit nurse to shift work into a non-bargaining unit role will be evaluated and consensus reached prior to implementation.
 - process models by which changes in roles are accomplished will be examined / determined / developed.
 - appropriate accountability and authority are assured and included in the above and communicated within the organization.

MASTER CONTRACT

LOU MNA MERCY/UNITED 2001-1
Effective Date: June 1, 2001, Amended 2004
Expiration Date: Ongoing

Intent: During the course of bargaining of the Contract between the Minnesota Nurses Association ("the Association") and Abbott Northwestern Hospital and Phillips Eye Institute and United Hospital and Mercy Hospital, business units of Allina Health System, the parties reached several understandings not reflected in the body of the Contract. This letter is to set forth those understandings.

Participants: Allina Health System and the bargaining units at Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital, and Mercy Hospital have agreed that future contracts will be negotiated either jointly between United, Mercy, Abbott Northwestern Hospital, Phillips Eye Institute or simultaneously between United, Mercy, Abbott Northwestern, and Phillips Eye Institute each contract term.

Process: The parties agree that as of June 1, 2001, the following contract sections have been conformed and will remain conformed in all future contracts:

- Educational Development
- Salary (What's Conformed, Stays Conformed)
- On Call Duty – financial sections only
- Holidays (Excluding Holiday Exemption and United-specific language regarding Christmas scheduling)
- Vacations
- Job Protection, Mergers, and Reduction of Beds
- Discipline and Termination of Employment
- Promotions, Transfers, and New Positions (excluding E and F - United only)
- No Strikes – No Lock Outs
- Association Communication and Chairpersons
- Pre-Tax Spending Account
- Personnel Files
- Association Security
- Retention of Benefits
- Successors and Assigns
- Breakage
- Legality
- Voluntary Employee Benefit Association
- Duration and Renewal
- Pension Plan Notes

These conformed contract sections, as well as any contract provisions pertaining to wages, benefits, and other economic provisions of the contracts, shall be uniform among the three contracts and shall be bargained jointly between all three bargaining units or with the individual bargaining units, each of which shall be authorized to negotiate modifications to one or more of these provisions, which agreements will be binding upon all three bargaining units. The previous sentence is not intended to suggest that all three of the bargaining units

must be involved in negotiating on these conformance and economic provisions as long as every conformance and economic provision is assigned to at least one bargaining unit for negotiation on behalf of all three. If bargained jointly, no more than four (4) negotiating team members from each bargaining unit shall be appointed.

Nothing herein shall prevent the parties from continuing to negotiate other items in local addenda to address issues of specific concern to an individual facility.

The parties agree to explore, prior to this contract's expiration, the prospect of Metro-wide coordinated bargaining with other MNA contract hospitals in the Twin Cities on major economic and benefit provisions. The parties agree to notify each other by November 1, 2006, of any desire to pursue such a coordinated approach to bargaining.

No later than December 15, 2006, the Union will notify Allina as to:

- a. Whether all negotiations will be conducted jointly between Allina and all three bargaining units;
- b. If not joint, whether any of the bargaining units will bargain together; and
- c. If not joint, how the conformed and economic provisions of the contract would be assigned for negotiation on behalf of all three bargaining units.

ALLINA HOSPITALS

By SIGNED
Marvin Dehne
Chair, Labor Policy Committee

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elizabeth Shogren, R.N.
Staff Specialist, Labor Relations

By SIGNED
Rozann Bridgeman, R.N., Co-Chair

By SIGNED
Molly Sullivan, R.N., Co-Chair

By SIGNED
LouAnn Uhr, R.N., Co-Chair

Amended 2004
ALLINA HOSPITALS

By SIGNED
Dick Pettingill, CEO
Chair, Labor Policy Committee

MINNESOTA NURSES ASSOCIATION

By SIGNED
Yvonne Ihnken, R.N., B.S.N
Staff Specialist, Labor Relations

By SIGNED
LouAnn Uhr, R.N., Co-Chair

By SIGNED
Gwen Blossom, R.N., Co-Chair

WORKERS' COMPENSATION PAY SUPPLEMENT

LOU 2001

Effective Date: June 1, 2001

Expiration Date: May 31, 2019

LETTER OF UNDERSTANDING

between

Mercy/United Hospitals and Minnesota Nurses Association

Intent: Allina and MNA are interested in making its Metro hospital facilities a safer place for employees to work. While the above-named business units work to improve their employee safety work environments, Allina has committed to provide a Workers' Compensation Pay Supplement for injured nurses who meet the eligibility as defined within this letter.

Participants: All MNA members within the Abbott Northwestern Hospital /Phillips Eye Institute, Mercy Hospital, and United Hospital bargaining units.

Process:

Eligibility:

- ◆ Nurses receiving Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) from Allina and maintaining employment status within Allina;
- ◆ Whose workers' compensation average weekly wage (as defined by state statute) exceeds the applicable maximum approved by the state (currently \$1125 per week; \$925 per week for those injured June 1, 1998 to September 30, 2000) and;
- ◆ Whose injury occurred after June 1, 1998.

Calculation of Workers' Compensation Pay Supplement:

- ◆ Average weekly wage (as defined by state statute) minus the gross wage maximum (currently \$1125 or the maximum as changed by the State of Minnesota; \$925 if the injury occurred between June 1, 1998 and September 30, 2000).
- ◆ The above benefit to be reduced by:
 - Gross wages from Allina if on TPD
 - STD Payments
 - LTD Payments
 - TPD Payments
 - TTD Payments
 - SSD Payments

The result is the gross taxable amount of the workers' compensation pay supplement

Benefit Period:

- ◆ Up to twelve (12) consecutive months from the date of eligibility for TPD or TTD attributable to a specific date of injury.
- ◆ For nurses currently injured, the one-year benefit period will begin June 1, 2001.

- ◆ For nurses who become injured on or after June 1, 2001, the one-year benefit period will begin as of the date of eligibility for TPD or TTD attributable to a specific date of injury
- ◆ A new injury or an aggravation of a previous workers' compensation injury would qualify as a new twelve(12) month eligibility period.

Effective Date and Duration:

Supplemental payments meeting the above eligibility criteria, benefit period, and pay supplement calculation will be effective June 1, 2001 (an initial process design and application period will be completed by July 30, 2001; retroactive payments to June 1st will be made if qualified) and cease at the end of the current contract period.

ALLINA HOSPITALS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Marvin Dehne
Chair, Labor Policy Committee

By SIGNED
Elizabeth Shogren, R.N.
Staff Specialist, Labor Relations

By SIGNED
Rozann Bridgeman, R.N., Co-Chair

By SIGNED
Molly Sullivan, R.N., Co-Chair

By SIGNED
LouAnn Uhr, R.N., Co-Chair

ALLINA CLINICAL NURSING PRACTICE COUNCIL

LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS AND CLINICS
AND

THE MINNESOTA NURSES ASSOCIATION
(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY HOSPITAL,
UNITED HOSPITAL)

Effective: 6-01-07

There shall be a joint council of practicing nurses and nurse administrators to establish best practices (refer to established Charter for additional information). The purpose of this Council is to address issues that impact RN professional practice at a system level. This includes, but is not limited to, changes generated from a system-wide process for the sake of integrating or changing policies, standards, practices, and any workflow issues that may impact patient care and nursing practice across the Allina spectrum of care.

The council will work collaboratively with each established local bargaining unit practice council to identify and receive input and problem solving approval prior to the initiation of any changes in any of the above.

The council shall be composed of an equal number of representatives of the Association and the Hospitals. Co-chairs of the council will be comprised of one chair from the Allina Council of Chairpersons and one chair from Allina management. The Association Council members will be paid at straight time for their participation in Council activities.

ALLINA HOSPITALS

SIGNED

By _____
Renee Raming
Vice President, Labor Relations

MINNESOTA NURSES ASSOCIATION

SIGNED

By _____
Kathryn Kline
Labor Relations Specialist

SIGNED

By
Cheryl Vogel, R.N.
Vice President, Patient Care Services

SAFE PATIENT HANDLING

LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS AND CLINICS
AND

THE MINNESOTA NURSES ASSOCIATION
(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY HOSPITAL,
AND UNITED HOSPITAL)

Effective: 6-01-07

During the 2007 Metro negotiations, the Hospitals and the Association agreed to establish the following requirements for safe patient handling, equipment, and/or safe practices:

1. The maximum manual lift requirement is 32 pounds for any purpose.
2. The maximum push-pull requirement is forty-four (44) pounds for peak and twenty-nine (29) pounds for sustained pushes, as measured by a force dynamometer, of patients in or on beds, carts or stretchers, wheelchairs, or other wheeled equipment.
3. The requirements may be revised as science and experience with implementation requires and is mutually agreed to between the Association and Allina.

The parties agree to implement the agreed upon requirements as follows:

1. The push-pull measurements for various types of equipment shall be made on all surfaces on which equipment is pushed-pulled, with and without patient loads, to determine the number of people or the type of mechanical assistive device necessary to move a patient of a specified weight range in or on each type of equipment over each type of surface without exceeding the above limits. Sustained push is measured by no greater than 150 feet.
2. The requirements will be incorporated into the job descriptions and essential job duties at each hospital.
3. The requirements will be communicated to managers and nurses at each Hospital.
4. The parties will collaborate on a plan to reduce the at-risk job tasks and increase the accountability for managers and employees to adopt safe patient handling practices.

ALLINA HOSPITALS

MINNESOTA NURSES ASSOCIATION

SIGNED

SIGNED

By _____
Renee Raming
Vice President, Labor Relations

By _____
Kathryn Kline
Labor Relations Specialist

By _____ SIGNED
Cheryl Vogel
Vice President, Patient Care Services

ACUITY SYSTEM

LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS AND CLINICS
AND

THE MINNESOTA NURSES ASSOCIATION
(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY HOSPITAL,
AND UNITED HOSPITAL)

Effective: 6-01-07

During the 2007 Metro contract negotiations, the parties agreed to develop a Metro-wide committee to identify the best practices around an acuity system and identify key measures that will be utilized to determine successful implementation. The selection of members to this committee will be made jointly between the parties and the work of this committee will be completed by June 1, 2008. Thereafter, each hospital will commence implementation of the acuity system and complete the implementation no later than May 31, 2010.

ALLINA HOSPITALS

MINNESOTA NURSES ASSOCIATION

SIGNED

SIGNED

By _____
Renee Raming
Vice President, Labor Relations

By _____
Kathryn Kline
Labor Relations Specialist

By _____ SIGNED
Cheryl Vogel
Vice President, Patient Care Services

BREAKS

LETTER OF UNDERSTANDING
between
Mercy Hospital and the Minnesota Nurses Association

LOU 2007
Effective Date: June 1, 2007
Expiration Date: May 31, 2019

During the 2007 contract negotiations, the employer and the MNA engaged in discussions around the need for nurses to take their contractual fifteen- (15) minute rest breaks and their 30-minute duty free meal break. Those discussions resulted in the following plan to address the concerns of the MNA:

1. The hospital and the MNA will develop and deliver joint education to the Mercy Hospital membership and management regarding the provisions of Section 3 B, Breaks, of the collective bargaining agreement. This education will be developed and delivered by September 1, 2007.
2. In addition to the provisions of Section 3 B, each unit will be accountable for the development of a break plan. The plan will be reviewed on an annual basis at the unit level between the Unit Manager and the MNA.
3. All unit break plans will be reviewed annually by the Staffing Advisory Committee (SAC).

By: SIGNED
Renee Raming
Vice President, Labor Relations

By: SIGNED
Kathryn Kline
Labor Relations Specialist

By SIGNED
Cheryl Vogel
Vice President, Patient Care Services

For Allina Hospitals and Clinics

For Minnesota Nurses Association

**Letter of Understanding
between
Minnesota Nurses Association
and
Allina Hospitals and Clinics**

May 1, 2009

As part of the ongoing discussions regarding the development of a standardized nursing orientation program, the parties have agreed to the following:

- A. All time spent in travel will be paid at the nurse's base rate of pay, excluding any premiums, bonuses, or other special pays, but including mileage and parking, if applicable.
- B. All time spent in travel will not be considered time worked for purposes of calculating overtime payments.
- C. If weather warnings or advisories occur while traveling, overnight stays will be reimbursed, including meals.
- D. It is expressly agreed that the payment of travel time is for time spent going to and from centralized orientation. All other time spent in travel by nurses will be in accordance with the appropriate Allina policy or collective bargaining agreement.

Travel Time To/From Standardized Orientation Hubs

| From | To | Time |
|------------------|---------------------------|-------------------|
| Abbott / Commons | Mercy / Unity | 30 minutes |
| Abbott | Shakopee | 30 minutes |
| Buffalo | Abbott / Commons | 1 hour |
| Buffalo | Mercy / Unity | 45 minutes |
| Buffalo | Shakopee | 1 hour |
| Cambridge | Abbott / Commons | 1 hour |
| Cambridge | Mercy / Unity | 45 minutes |
| New Ulm | Abbott / Commons / United | 2 hours |
| New Ulm | Shakopee | 1 hour 15 minutes |
| Owatonna | Abbott / Commons / United | 1 hour 30 minutes |
| Owatonna | Shakopee | 1 hour |
| Owatonna | United | 1 hour 15 minutes |
| Shakopee | Mercy / Unity | 45 minutes |
| United | Mercy | 35 minutes |
| United | Shakopee | 45 minutes |
| Unity | Abbott | 30 minutes |

ALLINA HEALTH SYSTEM



Timothy Kohls
Director, Labor Relations



Timothy Caskey
Labor Relations Consultant

MINNESOTA NURSES ASSOCIATION

SIGNED

Susan Mason
Labor Relations Specialist

SIGNED

Elayne Best
Labor Relations Specialist

SIGNED

Matthew LaBo
Labor Relations Specialist

LETTER OF UNDERSTANDING

between

Minnesota Nurses Association

(Abbott Northwestern Hospital, Buffalo Hospital, Cambridge Medical Center, Mercy Hospital, New Ulm Medical Center, Owatonna Hospital (RNs), Owatonna Hospital (LPNs), Phillips Eye Institute, River Falls Hospital (RNs), River Falls Hospital (LPNs), St. Francis Regional Medical Center, United Hospital, Unity Hospital)

and

Allina Hospitals and Clinics

Subject: Community- or Region-Wide Emergency Response

The purpose and intent of this Agreement between the Minnesota Nurses Association (MNA) and Allina Hospitals and Clinics (Allina) is to provide a consistent framework and processes for response, staffing, and other related terms and conditions of employment in an Emergency Response event for MNA bargaining unit members at all Allina facilities.

For purposes of this document, an Emergency Response situation is a community- or region-wide event that anticipates a rapid and/or prolonged influx of patients which cannot be handled with available staff. It does not include weather-related situations that may affect staffing such as a blizzard, unless such weather-related situation anticipates a rapid and/or prolonged influx of patients or requires evacuation of patients.

In implementing an Emergency Response process, it is explicitly agreed that the health and safety of employees is a priority. To that end, Allina will provide adequate and appropriate Personal Protective Equipment (P.P.E.), training, and rest breaks as required with use of P.P.E. to its employees. Further, the employee will not be requested or permitted to work without P.P.E. when such use is indicated. This Agreement applies to all members of the MNA Bargaining Unit at all Allina facilities. Wherever the term "registered nurse" or "nurse" is used, it applies equally to non-RN members of an MNA Bargaining Unit.

1. The parties agree to establish a voluntary pool of registered nurses at each facility who agree to be a member of an Emergency Response Team which will report to duty on short notice to emergency response situations. Those employees would agree to:
 - A. Work twelve (12) hours on, twelve (12) hours off shifts during a 96-hour period of an emergency response situation. An additional 96-hour rotation may be added after the employee has had four (4) twelve- (12) hour shifts of rest.
 - B. Have a "GO" kit to bring to or store at the hospital with sufficient clothing, toiletries, and personal medication to cover the above ninety-six (96) hour period.

- C. Receive additional training on infection control, hazardous chemicals, harmful physical agents, use of P.P.E., and other necessary information.
 - D. Become a Resource nurse to other staff regarding B above, which may include assisting with training other staff as needed
 - E. A nurse who has not completed orientation, is on a leave of absence, or has work restrictions which do not permit working twelve- (12) hour shifts is not eligible to volunteer to be a member of the Emergency Response Team while these situations apply.
2. The nurses who agree to short notice response would be designated into teams; e.g., Team A, Team B, and so forth. The teams called in would supplement the staff already on duty.
 3. Teams:
 - A. Could include nurses from all areas of the hospital (General Team).
 - B. Could be specialized; e.g., ER, Triage, Decontamination, Critical Care, Burn, Hospice.
 - C. May be deployed away from their usual place of employment; e.g., a Convention Center or other hospitals within Allina or to another hospital system with the consent of the nurse.
 - D. The nurse would determine whether she/he will accept assignment to a specialized team and/or a general team.
 4. The size of the teams should be consistent with the number of extra staff needed. For example, if you need to have 25 extra staff nurses at level X of an emergency, that would determine the base number for a single general team.
 - A. As the need for the number of nurses increases, it would result in more teams being called in at one time.
 - B. The base number for a team should be at least 25%-50% higher than the number of nurses actually needed because some of the nurses on a team may already be at work, on vacation, sick leave, or otherwise unreachable.
 - C. The number of teams called in would be related to the magnitude and type of emergency:
 1. The first team(s) called in would be expected to work 12 hours and would be replaced with the second team(s) at the completion of that 12 hours.
 2. The initial team(s) would be directed to return in 12 hours and so forth until 96 hours, at which time they would be relieved for at least 96 hours.
 3. The start of the emergency may not correspond to a set time of day such as 7:00 a.m. to 7:00 p.m., so the 12-hour shift might be 1:00 a.m. to 1:00 p.m., depending on the Incident Action Plan.
 4. The nurse will be given the option of staying on site when not on duty. The employer will provide for secure sleeping areas at no cost to the nurse.
 5. At the conclusion of the ninety-six (96) hour initial or extended response period, the nurse will be allowed twenty-four (24) to forty-eight (48) hours off before reintegrating into the nurse's regular schedule as posted. The nurse will determine the amount of time off, up to the forty-eight (48) hour maximum.

5. Other Terms and Conditions of Employment for the Response Team Members:
 - A. The overtime status of the nurse (e.g., 8/80 or 40) would remain unchanged as a result of working twelve- (12) hour shifts.
 - B. The nurse will be paid at her/his rate of pay as established in the MNA Contract, including all premium pay (e.g., holiday, differentials, bonuses, and overtime, if applicable).
 - C. When a response team is called in, the nurse will be guaranteed 12 hours of pay, even if the call in is cancelled or the emergency is of short duration.
 - D. The employer would reimburse the nurse for extraordinary out-of-pocket expenses incurred that would not normally occur but for the emergency situation, based on criteria which will be jointly developed by Allina and MNA.
 - E. Team members may be deployed to areas of the hospital where they are qualified to work, but which may not be the nurse's usual unit.
 - F. If Emergency Response Teams are called in, there will be a concurrent switch to a modified, abbreviated, charting process.
 - G. All training will be on paid time.
 - H. The employer may not offer incentives for participation on Emergency Response Teams, but may provide a uniform.
 - I. Other recognition/reward which has been mutually agreed upon between Allina and MNA may be given to team members who have been called in.
 - J. The nurse may be requested to forgo travel or vacation plans in advance of an event; however, the nurse may not be required to do so.
6. Unless otherwise modified in this document, all provisions of the existing Contract between an Allina facility and the MNA are fully applicable.
7. The following agreements apply to all members of the MNA Bargaining Unit:
 - A. In the event the payroll system (KRONOS) is not functioning, a nurse will be paid based on the hours worked/paid in the previous pay period. The difference in hours will be reconciled at a time when it is possible to do so.
 - B. Allina will develop an alternative method for recording hours of work to be used when it is not possible to use KRONOS.
 - C. A plan will be developed and shared with MNA that assures the availability of adequate and appropriate PPE.
 - D. In the event of an Emergency Response situation, all staff may be directed to report to a secure off-site location. Transportation to and from that location will be provided by the employer at no cost to the member.
 - E. Allina agrees to provide a statement for the nurse that indicates the hospital/Allina will indemnify and hold harmless (from liability and prosecution and defense) a nurse who is subject to civil and/or criminal action as a result of providing care in an emergency as long as the acts are within the course and scope of employment, the nurse acted in good faith, and, in the case of a criminal action, the nurse did not have reasonable cause to believe that the involved conduct was unlawful.
 - F. Allina and MNA will jointly develop a definition of essential nursing care to be provided in an Emergency Response situation by January 1, 2009. This definition will include which tasks may be delegated under specific Emergency Response situations.
 - G. Workers' compensation benefits are applicable.
 - H. Long-term disability insurance may be applicable to those otherwise eligible for coverage.

MINNESOTA NURSES ASSOCIATION

ALLINA HOSPITALS & CLINICS

Elizabeth Shogren 8-11-08
Elizabeth Shogren
Labor Education, Occupation Health &
Safety Specialist
Date

Timothy J Caskey 8/1/08
Timothy J Caskey
Labor Relations Consultant
Date

Susan A. Mason 8/12/08
Susan Mason
Labor Relations Specialist
Date

Elinor Best 8/13/08
Elinor Best
Labor Relations Specialist
Date

Matt LaBo 8/25/08
Matt LaBo
Labor Relations Specialist
Date

COUNCIL OF CHAIRPERSONS

Abbott Northwestern Hospital
Phillips Eye Institute
Terry Grand 9/3/08
Terry Grand
VP Pt Care Svcs - ANW
Date

Sharon Henry 7/9/08
Sharon Henry
Dir Pt Care Svcs - PSI
Date

Dianne Corrine Johnson 9/5/08
Dianne Corrine Johnson
ANW/PEI Co-Chair
Date

Robert Paudisch 8/2/08
Robert Paudisch
ANW/PEI Co-Chair
Date

Buffalo Hospital
Gretchen Frederick 8/1/08
Gretchen Frederick
Dir Pt Care Svcs
Date

Deb Kosciolok 8/1/08
Deb Kosciolok
BUFF Chair
Date

Cambridge Medical Center

Roberta Ballot 9-23-08
Roberta Ballot
Administrator Pt Care Svcs
Date

Leanne Reichel 9-23-08
Leanne Reichel
CAM Co-Chair
Date

Marcia Witzman 9-23-08
Marcia Witzman
CAM Co-Chair
Date

Mercy Hospital

Cheryl Vogel 9/30/08
Cheryl Vogel
VP Pt Care Svcs
Date

LouAnn Uhr 9/22/08
LouAnn Uhr
MCY Chair
Date

AnnMarie DeMarais 10-6-08
AnnMarie DeMarais
MCY Co-Chair
Date

New Ulm Medical Center
Dennis J Salter 11/4/08
Dennis J Salter
Dir Pt Care Svcs
Date

Connie Grams RN 11/5/08
Connie Grams
NU Chair
Date

Lapa Owens RN 11/5/08
Lapa Owens
NU Co-Chair
Date

Owatonna Hospital
Patricia Angelucci 11-14-08
Patricia Angelucci
Dir Pt Care Svcs
Date

Susan Bishop LPN 12-11-01
Susan Bishop
OWA Co-Chair LPN
Date

Wendy M Clasen RN 12/10/08
Wendy Clasen
OWA Co-Chair RN
Date

Aileen Motz
Aileen Motz
OWA Co-Chair RN
Date

Rose Randall 12-10-08
Rose Randall
OWA Co-Chair LPN
Date

River Falls Area Hospital

Jane M Peterson 10-27-08
Jane M Peterson
Dir Pt Care Svcs
Date

Julie Schommer 10-27-08
Julie Schommer
RF Chair
Date

Amy Tryba 10-27-08
Amy Tryba
RF Co-Chair
Date

St Francis Regional Medical Center

Deb Ryan 12/29/08
Deb Ryan
VP Nursing
Date

Pam Solberg RN 11/15/09
Pam Solberg
STF Co-Chair
Date

Cindy Dikmen 12/29/08
Cindy Dikmen
STF Co-Chair
Date

United Hospital

Ann Perque 9-1-08
Date
Sis Perque
VP Pt Care Svcs

Marie Stuewe RN 9-17-08
Date
Marie Stuewe
UHI Co-Chair

Linda Slattengren 9-17-08
Date
Linda Slattengren
UHI Co-Chair

Unity Hospital

Julie Lapensky
Date
Julie Lapensky
VP Pt Care Svcs

Norma Doty 1-21-09
Date
Norma Doty
UTY Co-Chair

Gail Olson
Date
Gail Olson
UTY Co-Chair

Robbie Stiefel
Date
Robbie Stiefel
UTY Co-Chair

Letter Relations
Mailing Address:
Mad House 10705
P.O. Box 43
Minneapolis, MN 55440-0043
www.allina.com

December 7, 2006



Ms. Susan Mince
Staff Specialist, Labor Relations
Minnesota Nurses Association
Suite 200
1625 Energy Park Drive
St. Paul, MN 55108

Send via U.S. Mail and e-mail

RE: Pre-tax reimbursement fund forfeitures - revised

Dear Susan:

As you are aware, we have been discussing an appropriate method for complying with the provision of the collective bargaining agreements for Abbott Northwestern Hospital, Mercy Hospital, United Hospital, Phillips Eye Institute, Cambridge Medical Center and Medformation related to the use of forfeitures attributable to the MNA members under the Flexible Benefit Program. The provision states:

One hundred twenty (120) days following the annual anniversary date of the Hospital's Pre-Tax Income Program year, all designated but not expended money of bargaining unit members shall be placed in a Hospital fund to be used to provide education or other benefits to Hospital employees.

Previously, we outlined several options for complying with this provision. You have indicated that the MNA prefers the option in which separate education funds are established for each hospital. You have also stated that the MNA wishes to participate in the decision making process as to the use of the funds.

Based upon your requests, Allina Hospitals and Clinics, on behalf of Abbott Northwestern Hospital, Mercy Hospital, United Hospital, Phillips Eye Institute, Cambridge Medical Center and Medformation, agrees to the following process:

- Allina will establish separate educational funds for each of the above-identified facilities, except that the Abbott Northwestern Hospital and Phillips Eye Institute funds shall be combined.
- Prior to May 1st of each year, Allina will contribute to each fund an amount equivalent to the forfeitures under the Flexible Benefit Program attributable to the MNA Members at that location.

All Equal Opportunity Employer

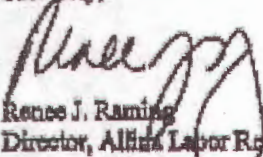
RE: Pre-tax reimbursement fund forfeitures
Page 2

- The educational funds are to be used for educational programs that are of interest to nurses and other employees.
- The Labor Management Committee for each location will have the authority to administer the education funds.

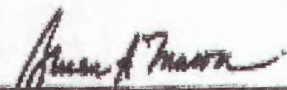
As you are aware, we have been holding funds for the past few years until we could reach agreement on an appropriate process. Attached is a document that identifies the amounts from the prior years by location and year.

If you are in agreement with the process outlined above, please sign this letter and return a copy to me. Once I receive the signed letter, Allina will establish the educational funds with contributions in the amounts indicated on the attachment. I will notify the site HR people and assume you will notify the appropriate chairs as to this newly implemented process. Thank you for your assistance in resolving this issue.

Sincerely,


Renee J. Ramirez
Director, Allina Labor Relations

Attachment

 12/12/06

Susan Mason
Staff Specialist, Labor Relations
Minnesota Nurses Association

Date: _____

cc: Nancy Garber (via e-mail)
Jim McGlade (via e-mail)
Kristyn Mullin (via e-mail)
Nancy Watson (via e-mail)
Lisa Schwartz (via e-mail)
Tony Sworsky (via e-mail)

2001 MERCY LOCAL ACTION PLAN

During the 2001 negotiations, the parties reached agreement on actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. The Mercy/MNA Labor Management Committee will be accountable for delegating action items for completion. Action Plans may have a time schedule and are usually adaptable to the individual Hospital and Minnesota Nurses Association Labor Management process.

The following are the agreed upon Action Plans:

1. Jointly develop a process to create a contingency plan which supports nurses in situations when there is not enough staff to meet usual patient care standards on a unit, or multiple units, within the hospital.
2. The parties agree that during National Nurses Week of each year, nurses will receive recognition that is distinct from other caregivers.

2004 MERCY ACTION PLANS

PERIODS OF UNAVAILABILITY

Create a process to gather information and develop awareness to address the unavailability of nurses to meet their scheduled hours. During the term of the contract, both labor and management agree to work on a unit-by-unit basis to look at patterns of unavailability to meet scheduled hours, excluding FMLA, Maternity/Medical leave, Minnesota Sick Child and Activities, and workers' compensation time. Develop a database which could generate discussion on a unit level regarding the impact of staffing and the cost to the employer for the future.

BOTTLENECK AREA CLOSURE

Patient care executives at each site will work with the Emergency Department (ED) physicians, ED leadership, and MNA reps to clarify the process for ED closure.

VACATION PROCESS

1. Management will revise, with input from MNA, the vacation granting process to achieve consistency and management will educate managers and schedulers on the process.
2. Management agrees to exceed their vacation target in order to grant an entire shift of vacation.
3. Issues related to the vacation granting process will be reviewed as needed at SAC.

FRIDAY BEFORE THE WEEKEND OFF

Issues regarding unequal distribution of evening shifts before the weekend off will be addressed in SAC.

APPROVAL OF FUNDS FOR NURSING RESEARCH

Allina will develop a process for approval of funds for nursing research. The process can be used by MNA nurses across Allina and will include application steps, criteria for approval, and follow-up requirements.

2007 Mercy Work Plan

The following items are included in the Mercy work plan:

1. In order to successfully implement the changes in the grievance process agreed to in the course of 2007 negotiations, we will do the following:
 - A. Jointly develop and present education for management and MNA stewards within three (3) months of ratification.
 - B. We recognize the need to extend grievance timelines as provided in Section 23 of the contract to facilitate this transition.
2. In order to successfully implement changes in the contract agreed to in the course of 2007 negotiations, the above training will also include review of contract changes and develop implementation plans.
3. The criteria that will be used to evaluate proposed new start times will be jointly developed by September 1, 2007.

AGREEMENT BETWEEN
ALLINA HOSPITALS and CLINICS AND MINNESOTA NURSES ASSOCIATION
REGARDING PAYMENT FOR ATTENDANCE
AT MEETINGS FOR MINNESOTA NURSES ASSOCIATION
CHAIRPERSONS, LOCAL UNION STEWARDS (REPRESENTATIVES),
AND DESIGNATED BARGAINING UNIT MEMBERS

Participation of elected Minnesota Nurses Association (MNA) chairpersons, local unit stewards, and bargaining unit members designated by MNA Chairs on committees as part of the Allina Labor Management Vision and Partnership is valued by both parties. This agreement regarding payment for that work is consistent with recognizing the value of this work. The intent of the agreement is to improve participation of MNA representatives in labor management work. Any modifications to the agreement will be jointly developed.

1. The metro and regional hospitals have agreed to paid time for the following meetings (see attached).
2. The metro and regional hospitals will establish a designated amount of time in the budget for Labor Management meetings and work, per facility, in addition to the system Labor Management meetings.
3. Attendance at all designated meetings will be considered part of the work agreement. However, part-time staff may voluntarily agree to a meeting in addition to their work agreement.
4. Travel time to and from facilities for attendance at meetings will be paid for as follows for regional to metro location, metro to regional location, and regional to regional location travel:
 - A. If travel and attendance is equal to or less than the number of hours a nurse is normally scheduled, the nurse will be paid at the regular hourly rate of pay. If travel and attendance at the meeting is in excess of the total number of hours a nurse is normally scheduled, the hours are paid at the overtime rate.
5. Travel mileage for attendance at meetings is defined as any travel greater than to and from the primary work site. Mileage for travel will be reimbursed at the facility level.
6. If a nurse agrees to attend a meeting on a day off, that nurse will be paid a minimum of three (3) hours or actual meeting time if longer than three (3) hours.
7. For partial day meetings scheduled as part of the work agreement, the nurse will remain whole. The nurse and the manager will discuss the feasibility of working before or after the meeting. The nurse may choose to use labor management hours, on-call, voluntary leave, or vacation time. Those nurses who normally work greater than eight (8) hours a day will be kept whole through the above options.
8. Those nurses who work evenings or nights will be replaced on the schedule so that the nurse can attend the meeting. In the event that the nurse may have to be replaced more

than one shift to attend the meeting and they are unable to make scheduling adjustments or attain hours through #7 above, the nurse will be kept whole.

9. Cancellation of meetings will be managed in the following way:
 - A. If a meeting is canceled with seven (7) or more days' notice and the meeting time is part of the nurse's FTE, the nurse will work on a mutually agreeable shift on the day of the scheduled meeting or use labor management time, vacation, or time off without pay with the agreement of the manager.
 - B. If a meeting is canceled with less than seven (7) days' notice, the nurse and the manager will work toward a mutually agreeable resolution to keep the nurse whole. If they are unable to arrive at a mutually agreeable solution, the nurse will be paid for the lost hours.

Designated Meetings as of 2006

Metro Hospitals:

1. Insurance
2. VEBA
3. Council of Representatives
4. Commodities / Standardization
5. Allina Clinical Nursing Practice Council
6. All other Metro and locally established Labor-Management Committees/Task Forces

ALLINA HOSPITALS

By SIGNED
Renee Raming
Vice President, Labor Relations

By SIGNED
Cheryl Vogel
Vice President, Patient Care Services

MINNESOTA NURSES ASSOCIATION

By SIGNED
Kathryn Kline
Labor Relations Specialist

By SIGNED
Gwen Blossom, RN, MNA Chair
Mercy Hospital

By SIGNED
LouAnn Uhr, RN, MNA Chair
Mercy Hospital

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: RNs working as interim Patient Care Supervisor

During the term of the agreement between the parties, the Minnesota Nurses Association and Mercy Hospital have entered into the following understanding to address MNA RNs that work in an interim capacity as a Patient Care Supervisor (PCS).

1. If a staff nurse fills the role of an interim Patient Care Supervisor, the interim Patient Care Supervisor will focus on the operational aspects related to education and clinical operations. In addition, a staff nurse working in the interim capacity will not participate in any of the performance management components of the job. The Patient Care Manager would continue to maintain full responsibility for this work.
2. If the interim assignment is for three months or less, a lump sum bonus of 3% of the hours worked as a Patient Care Supervisor will be paid at the end of their assignment.
3. If the interim assignment is for greater than three months, a lump sum bonus of 5% of the hours worked as a patient Care Supervisor will be paid on the pay period-by-pay period basis after a three-month period as elapsed and until the end of their interim assignment.
4. For any pay period in which the bonus is not paid following the eligible period, the Association will agree that the nurse will not be eligible for a supplemental check.
5. If a nurse chooses to remain in the PCS role, they will be eligible for up to two years from the date of the time that they assumed a permanent position as a PCS to return to an open and available position and be credited with all MNA benefits and seniority accrued from the date prior to assuming the permanent PCS position.
6. Interim Patient Care Supervisors will not be eligible for any hours/shifts of a staff nurse.
- 7 The parties agree to the incorporate this LOU into the collective bargaining agreement when a successor agreement is negotiated.

MERCY HOSPITAL

SIGNED

Nancy Watson
HR Director

**MINNESOTA NURSES
ASSOCIATION**

SIGNED

LuAnn Uhr, RN, Steward
Negotiating Committee

SIGNED

Denise Rotz
Negotiating Committee

ALLINA LABOR RELATIONS

SIGNED

Timothy Kohls
Director, Labor Relations

**MINNESOTA NURSES ASSOCIATION
(CONT)**

SIGNED

Susan Mason
MNA Labor Relations Specialist

SIGNED

Matt LaBo
MNA Labor Relations Specialist

LETTER OF UNDERSTANDING

between

MERCY HOSPITAL

and

MINNESOTA NURSES ASSOCIATION

Subject: Capacity Pager Program

Intent:

The Capacity Pager Program will be used to avoid significant backlog, unit closure, or diversion of patients from the Family Birthing Center (FBC). These situations may occur as a result of a significant influx of patients, a higher than anticipated level of acuity, and/or a significant, anticipated staffing shortage.

The project has two goals:

1. When staffing needs are critical due to an unexpected volume of or high acuity level of patients, obtain additional staffing as quickly as possible.
2. Efficiently communicate with staff about these needs, including reducing nursing time spent calling in staff in these situations.

This program does not apply in an Orange Alert/disaster situation.

Process:

Charge nurses will consult with the Patient Care Manager (PCM), Patient Care Supervisor (PCS), or Administrative Supervisor to discuss the immediate staffing need. The following steps will be exhausted before initiating a Capacity page:

1. Call in staff who are placed on off-premise call.
2. Call staff who have made themselves available on the Can Work list in Kronos.

Only a PCM, PCS, or Administrative Supervisor has the authority to activate the Capacity page.

Staff members who elect to participate in the program will be supplied with pagers. When the Capacity Pager Program is activated, a group page will be made to all pagers. The following will occur:

- Regularly scheduled and casual staff (excluding Per Diem), who respond to the group page will be confirmed on a first-come, first-served basis. Only the number of staff required at that time will be confirmed.
- A nurse responding to the page and reporting to work will not be allowed to bargain for additional time off.
- Responding to a particular page is optional for each nurse and the pager may be turned off at any time.
- Staff members are required to respond affirmatively (able to work) to a capacity page a minimum of 3 times in a rolling 12-month calendar year. *
- Staff members who are confirmed will be expected to report to work within one hour (unless a later time is requested by the hospital) and will work for a minimum of four hours.
- Compensation begins when the nurse swipes in to report for work, and will be two times the regular hourly salary (base rate) for each hour worked. Shift differential, and/or holiday pay will be paid if applicable. Nurses are eligible for any applicable weekend or holiday bonuses. Since the Capacity Bonus is at least equal to or better than overtime pay, compensation other than the double time capacity pay will not be paid if the nurse is in an overtime situation.
- A nurse may choose to deactivate his/her pager for a period of time with the ability to reactivate it in the future when the nurse's circumstances have changed.
- In the event that a nurse's pager has been deactivated due to lack of affirmative response to capacity pages, per the Capacity Pager Program Agreement, and the nurse wishes to have his/her pager re-activated, a conversation between the PCM and the nurse will take place regarding the nurse's availability for future pages.

* Grace Period: If there is a time span where the capacity pager is not activated as there are no critical staffing needs, that month will not count against staff in the rolling 12-month calendar year calculation. For example, if a nurse has only replied affirmatively that she/he can work twice in twelve months, but one or two of those months the pager was not activated, we will then consider a 13-14 month period of time for calculating pager use.

Participation in the Capacity Pager Program is voluntary. The Capacity Pager Program Agreement must be completed by any RN who will be participating in the program. A copy of the agreement is attached as Exhibit A.

Unless otherwise modified by the above agreement, the existing contract between Minnesota Nurses Association and Mercy Hospital is fully applicable.

AGREED TO:

MERCY HOSPITAL

By *Nancy Waldron*
Its *HR Director*
Dated *3.7.13*

ALLINA HEALTH LABOR RELATIONS

By *[Signature]*
Its *03-12-13*
Dated *Director*

MINNESOTA NURSES ASSOCIATION

By *[Signature] RN*
Its *MNA co-chair*
Dated *02-28-2013*

MINNESOTA NURSES ASSOCIATION

By *Lorae Haas*
Its *MNA co-chair*
Dated *02-28-13*

MINNESOTA NURSES ASSOCIATION

By *Jacqueline Luoma*
Its *MNA Staff*
Dated *04-09-13*

EXHIBIT A

**Capacity Pager Program Agreement
Mercy Hospital
Family Birth Center**

I am interested in participating in the Capacity Pager Program that is in place for RNs in the Family Birthing Center. I understand that this system will be used to contact staff when staffing needs are critical due to an unexpected volume or high acuity level of patients. It does not apply in an Orange Alert/disaster situation. Only an Administrative Supervisor, Patient Care Manager and/or Patient Care Supervisor has the authority to activate a capacity page. Only nurses that have completed their orientation are eligible for a capacity pager. Only nurses who have signed the Capacity Pager Program Agreement are eligible to participate in the program and receive capacity pay.

I understand the following program parameters as is outlined in the Capacity Pager Program Letter of Understanding effective February 20, 2013.

Staff members who elect to participate in the program will be supplied with pagers. When the Capacity Pager Program is activated, a group page will be made to all pagers. The following will occur:

- Regularly scheduled and on-call staff (excluding Per Diem) who respond to the group page will be confirmed on a first-come, first-served basis. Only the number of staff required at that time will be confirmed.
- A nurse responding to a particular page and reporting to work will not be allowed to bargain for additional time off.
- Responding to a particular page is optional for each nurse and the pager may be turned off at any time.
- Staff members who are confirmed will be expected to be at work within one hour (unless a later time is requested by the hospital) and will work a minimum of four hours.
- Compensation begins when the nurse swipes in to report for work, and will be two times the regular hourly salary (base rate) for each hour worked. Shift differential, and/or holiday pay will be paid if applicable. Nurses are eligible for applicable weekend or holiday bonuses. Since the capacity bonus is at least equal to or better than overtime pay, compensation other than the double time capacity pay will not be paid if the nurse is in an overtime situation.

I do wish to continue in or join the program as outlined above.

Employee Signature: _____ Date: _____

Manager Signature: _____ Date: _____

Pager# Issued: _____ Date Issued: _____

AGREEMENT

Mercy Hospital and the Minnesota Nurses Association have discussed the application of term "Clinical Group" in Sections 15.A and E of the collective bargaining agreement. The parties agree as follows:

- a. Upon the notice by the Hospital to the Union regarding an impending lay off, the parties will conduct a joint, case-by-case review of all positions to determine their appropriate Clinical Group for purposes of the layoff.
- b. If, after discussion between the parties, there is no agreement on the appropriate Clinical Group for one or more positions, then the parties will retain any and all rights under the bargaining agreement. The Hospital would move forward with the layoff using its Clinical Groups and the Union would reserve the right to file a grievance.

This agreement will apply at Mercy Hospital only and will not affect how "Clinical Groups" are defined or the layoff procedure at other Allina hospitals.

MERCY HOSPITAL

By *Nancy Watson*
Its *HR Director*
Dated *July 27, 2011*

MINNESOTA NURSES ASSOCIATION

By *Susan Munn*
Its *Minnesota Nurses Assoc.*
Dated *August 3, 2011*

AGREEMENT

Mercy Hospital and the Minnesota Nurses Association have discussed the application of Section 3.F (Bonus for Extra Unscheduled Weekend Shifts) of the collective bargaining agreement as it relates to nurses who are scheduled for vacation or on a voluntary low need, but then offered extra weekend shifts for those days. The parties agree as follows:

- a. If the nurse works the shift she or he would have otherwise worked but for the scheduled vacation time or voluntary low need, then the nurse will not be eligible for the Bonus for Extra Unscheduled Weekend Shifts.
- b. If the nurse works a shift other than the shift she or he would have otherwise worked but for the scheduled vacation time or voluntary low need, then the nurse will be eligible for the Bonus for Extra Unscheduled Weekend Shifts.

This agreement will apply at Mercy Hospital only and will not affect how any weekend or extra shift bonuses are applied at other Allina hospitals.

MERCY HOSPITAL

MINNESOTA NURSES ASSOCIATION

By *Nancy Watson*
Its *HR Director*
Dated *July 27, 2011*

By *Janice Munro*
Its *Minnesota Nurses Assoc.*
Dated *August 3, 2011*

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: Low Need Hours

During the term of the agreement between the parties, the Minnesota Nurses Association and Mercy Hospital have entered into the following understanding to modify the provisions of Article 15D on Mandatory Low Need Days only as described below. ~~It is expressly understood by the parties hereto that this agreement is of limited duration and shall expire on May 31, 2013 unless expressly continued.~~

Except in extraordinary circumstances, when the Staffing Office and Nursing Leadership review staffing needs in advance of the beginning of a 12-hour employee's shift, the following principles will apply:

- a. If an 8-hour nurse is scheduled to start during the 12-hour nurse's shift and the 8-hour nurse is senior to the 12-hour nurse and a low need may be mandated during those hours, the 12-hour nurse will either be mandated for low need for the entire 12-hour shift, will be mandated for low need for the first four hours of her/his shift, or will be allowed to report as scheduled.
- b. If the less senior 12-hour nurse starts as scheduled, then at least two hours before the beginning of the senior nurse's 8-hour shift, the Employer shall be permitted to reassess staffing needs for that 8-hour shift and if deemed appropriate based on staffing needs, the 12-hour nurse may be issued a mandatory low census for the remainder of the 12-hour shift.
- c. If the less senior 12-hour nurse was mandated for the first four hours of her/his shift, that action shall be counted towards the nurse's maximum low need days under Article 15D. At least two hours prior to the delayed start of such nurse's 12-hour shift, the Employer shall be permitted to reassess staffing needs and if deemed appropriate may mandate the 12-hour nurse for the remaining eight hours of the shift. In such an event, the affected nurse will be credited with a second mandatory low need.

Nothing in this Letter of Understanding shall otherwise affect the Hospital's right to staff or issue mandatory low need days to any bargaining unit employee consistent with the express terms of the contract agreement nor the Union's right to file a grievance for violations of the labor contract and this letter of agreement. The parties agree to incorporate this LOU into the collective bargaining agreement when a successor agreement is negotiated.

AGREED TO:

MERCY HOSPITAL

By Nancy Watson
Its HR Director
Dated 4-25-11

ALLINA LABOR RELATIONS

By [Signature]
Its Director, Labor Relations
Dated 04-25-2011

Allina Health 
MERCY HOSPITAL

MINNESOTA NURSES ASSOCIATION

By [Signature]
Its Ilerie A. Kotz RN
Dated _____

Susan A. Mason 4/14/11
Matthew A. Falso 4/14/11



LETTER OF UNDERSTANDING

between

MERCY HOSPITAL

and

MINNESOTA NURSES ASSOCIATION

SUBJECT: Service Leads in Procedural Care Center

Mercy Hospital and Minnesota Nurses Association have agreed to the following regarding Service Leader Positions in the Procedural Care Center (PCC) at Mercy Hospital:

1. There will be two (2) Service Leader positions, one (1) for Endoscopy procedures and one (1) for Minor OR/Miscellaneous procedures. These will be MNA Bargaining Unit positions.
2. Qualifications and Responsibilities - see attached.
3. If between nurses who apply, all meet the qualifications, the most senior Registered Nurse would be granted the position.
4. All Registered Nurses who have a current position of at least a .6 FTE will be eligible to apply for either position. They will need to commit to working a .8 FTE while in the position.
5. Nurses working in the PCC Service Leader positions will be compensated with the Charge Nurse differential (currently two dollars (\$2.00) per hour), same as for OR Service Leads, for all hours (i.e. worked, sick, vacation) for as long as they are in the position.
6. Nurses will continue to rotate scheduled start times and will be included in the call rotation as before (only if currently take call).
7. If a nurse and the Hospital mutually determine the position is not a good fit, she/he will have the opportunity to return to their previous position. For example: If previous position was a .8 they would then be returned to a .8 PCC position or if their previous position was a .6 they would then be returned to a .6 PCC position.
8. A nurse may revoke the position giving the Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours. Provided, however that in no event shall more than six weeks' notice of revocation be required.
9. The Hospital is committed through mutual to providing the necessary education for working in these positions.
10. Nurses in a Service Leader position will be included in the rotation for Mandatory Low Need Days.

No changes will be made to this agreement unless mutually agreed upon by the parties.

AGREED TO:

MERCY HOSPITAL

By: *Nancy Watson*
Its: *HR Director*
Dated: *Dec 1, 2014*

MINNESOTA NURSES ASSOCIATION

By: *Jacqueline Luoma*
Its: *Labor Relations Specialist*
Dated: *12-4-2014*

Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: Mandatory Education

Mercy Hospital and the Minnesota Nurses Association (MNA) reached this agreement regarding educational activity deemed mandatory/required.

This LOU is intended to complement the language in the current collective bargaining agreements. To the extent this LOU covers topics or issues addressed in other LOUs, LMAs, or policies, this LOU shall supersede the others.

Mandatory/required education is education that is required by the Employer subsequent to employment. Mandatory/required education generally includes the learning modalities of instructor-led classes, on-line computer, or self-learning study packets.

Scheduling and Completion of Mandatory Education:

1. Each quarter each registered nurse will be given the option either:

Option 1: to be pre-scheduled prior to the posting of the final schedule ("pre-scheduled" as used below) to complete the mandatory education within her or his work agreement, or

Option 2: to complete the mandatory education on her or his own time at the regular rate with applicable shift differentials including permanent shift differential.

2. Nurses who are pre-scheduled for mandatory education will be relieved of patient assignments and assigned to a quiet work place off the unit, to complete the education.
3. If a nurse who has been pre-scheduled cannot complete the education at the scheduled time, for whatever reason, then the nurse and the manager will mutually agree on alternate arrangements, which could include completing the education on time adjacent to a shift at the overtime rate of pay if applicable, during low need time, another scheduled time, or other arrangement.

4. Quarterly education is required to be completed within (eight) 8 weeks of the bundle release date. The nurse will be notified of the assigned deadline date for each quarterly bundle based on the release date.
5. Nurses who have not completed the mandatory education will be reminded one week prior to the end of the 8-week period. This notice will include the reminder that nurses may not take voluntary low need time after the 8-week period unless/until the mandatory education is completed.
6. Registered Nurses on leave of absence will complete the required education on the first scheduled shift in which the nurse returns to work from leave of absence.
7. Casual and Per Diem nurses will follow the requirements outlined above.

C. Recourse When Mandatory Education Has Not Been Completed:

1. A nurse who is assigned a mandatory low need day will be required to complete his or her education activities (if not completed at the time of the low need), unless the nurse is pre-scheduled to complete the education on a subsequent day. Credit for mandatory low need will occur based on the applicable contract language and not less than four hours, eight hours, or twelve hour blocks of time.
2. After the 8-week period, nurses who have not completed mandatory education during the 8-week period will not be eligible for a voluntary low need shift or hours until the required education has been completed.
3. If a nurse fails to complete required education after the 8-week completion period, then the nurse may be subject to progressive discipline.

AGREED TO:

MERCY HOSPITAL

MINNESOTA NURSES ASSOCIATION

AGREED TO:

Mercy Hospital

MINNESOTA NURSES ASSOCIATION

By *Mari Beth Olson*

By *Jacquie Luoma*

Its *VP Patient Care*

Its *Lab Relations Specialist*

Dated *1-9-14*

Dated *1-16-14*

**Abbott Northwestern Hospital and Phillips Eye Institute
Mercy Hospital
United Hospital
Unity Hospital**

and

Minnesota Nurses Association

SUBJECT: Health Insurance Committee

A Health Insurance Committee shall be created that will meet at least four (4) times per year. The purposes of this committee will be to review health insurance information, costs, benefit designs, administration issues, and trends. The committee shall have equal participation of management and labor, which shall have at a maximum twelve (12) members. The Union shall appoint MNA-represented nurses to this committee. By mutual agreement, the committee shall determine the length of the meeting which shall not exceed four (4) hours.

AGREED TO:

ALLINA HEALTH

By *Fe Bke*
Its VP, Labor Relations
Dated 02-01-2017

MINNESOTA NURSES ASSOCIATION

By *Susan A. Mason*
Its Minnesota Nurses Association
Dated January 25, 2017

Mercy Hospital
and
Minnesota Nurses Association
SUBJECT: ED Security

Abbott Northwestern, Mercy, United, and Unity hospitals will staff a security officer in the Emergency Department 24 hours per day. This security officer will not have primary responsibility for other areas of the hospitals and will not be on the house-wide Code Green team.

AGREED TO:

MERCY HOSPITAL

By Maureen Olson
Its VP of Patient Care
Dated 1-18-17

MINNESOTA NURSES ASSOCIATION

By Susan A. Mason
Its Minnesota Nurses Association
Dated January 25, 2017

ALLINA HEALTH LABOR RELATIONS

By TC BVE
Its VP, Labor Relations
Dated 02-01-2017

LETTER OF UNDERSTANDING

between

Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: Process Improvement Projects

Notwithstanding the Nursing Care Delivery Committee provision in the collective bargaining agreement, other provisions of the collective bargaining agreement, or other agreements between the parties regarding process improvement initiatives, Mercy Hospital and the Minnesota Nurses Association agree the parties will engage as described in the bullet-point steps outlined below for engaging about process improvement projects that are designed to develop rapid process changes with ongoing evaluation and modification (if appropriate).

- The unit MNA steward (or other union designee from the unit) will be involved in each RPIW event.
- The names of the other RNs invited to participate in an RPIW will be sent to the MNA chairs for discussion and input before the staff are notified/invited.
- The MNA chairs will be invited to each report-out at the end of an RPIW. The union will be given as much notice of the event and report-out as possible.
- Immediately after the report-out we will plan a meeting with the Hospital's Vice President of Patient Care, the Hospital's Vice President of Human Resources, MNA's Labor Relations Specialists, MNA's co-chairs, and the steward (or other union designee) involved to review the report-out and any questions/concerns the MNA may have.
- We will have a standing item on all Care Delivery meeting agendas to review current RPIWs in progress.

The bullet-point steps outlined above use the term RPIW. However, for purposes of this agreement a process improvement initiative refers to any Kaizen event, lean management project, RPIW, or any similar rapid process improvement mechanism designed to develop rapid process changes with ongoing evaluation and modification (if appropriate).

AGREED TO:

MERCY HOSPITAL

By Nancy Watson

Its VP - HR

Dated 12-10-18

MINNESOTA NURSES ASSOCIATION

By [Signature]

Its Labor Relations Specialist

Dated 12/7/2018

ALLINA HEALTH LABOR RELATIONS

By [Signature]

Its VP, Labor Relations

Dated 12-07-2018