

North Memorial Health | Minnesota Nurses Association
2019 Contract Negotiations

Employer's Initial Proposals
3/15/19 Proposals Exchange
3/29/19 First Day of Bargaining

North Memorial Health looks forward to working with Minnesota Nurses Association to reach agreement on a reasonable and fair contract. It is our aim to conduct negotiations in an efficient and productive manner, and to successfully conclude negotiations on a timely basis. After all, we had proposed to engage in wages-only bargaining, and we subsequently offered to forgo addressing the pension plan in these negotiations. We are confident that we share common interests related to providing the best possible care to patients, while recognizing the value of the many members of our team who make this a reality.

1. **Article 2(A) [page 3] – Dues Check-Off.** For purposes of clarification only, modernize the dues check-off language to confirm the historical rule that the Hospital's obligation to deduct union dues and fees, and forward those funds to the Union, automatically ceases at the expiration of the collective bargaining agreement, without the Hospital needing to run through any additional procedural hoops.
2. **Article 8 – Breaks.** North Memorial proposes to delete the language stating that, if a nurse misses their paid break, the nurse gets paid again (or doubly) for that paid break. This is paid break time, so the nurse is already being paid for it. It is *not* the community standard for a nurse who misses a *paid* break to be paid doubly for the same exact time period.
3. **Article 11(A) – Casual Part-Time (CPT) Requirements.** North Memorial believes that it is appropriate to add language stating that shifts for which a Casual Part-Time (CPT) nurse receives the Capacity Bonus (Article 14) do not count towards that CPT nurse's minimum work requirements.
4. **Article 21(R) [new] – Shift Giveaways.** In part for purposes of clarification only, North Memorial proposes to add a new Article 21(R), stating that full-time nurses and regularly scheduled part-time nurses may give away up to three (3) shifts per year without the use of benefit time, with stipulations that a shift giveaway can only occur when core needs are met for that shift (in that unit or department), and that the nurse must find a non-overtime, non-bonus replacement. (Note that, with this new Article 21(R), the shift giveaway language in Article 11(A) is no longer necessary.)
5. **Article 22(G) [new] – Extra Shifts.** For purposes of clarification only, for reasons related to patient safety, in the Extra Shifts Article, add a new Article 22(G) that limits the number of double shifts that the RN may work in defined period(s) to an appropriate number, and limits the number of hours that the RN may work in a pay period to one hundred (100) hours.

6. **Article 28(A) – Posting and Filling of Positions.** Add language providing that an RN is disqualified from transferring to a position on a different unit or in a different department if the nurse received a written warning or above in the preceding 18 months, unless the Hospital chooses to waive that disqualification. If a nurse is having struggles on their existing unit, or in their current department, it is generally not conducive to providing the best patient care to have that nurse move to a new environment; however, if a change in unit or department *does* make sense, such language would permit that change to occur. Add language providing that an RN is disqualified from transferring to a position on a different unit or in a different department until the nurse has been on their current unit or in their current department for 18 months after completing orientation. It is not efficient, productive, or in the interests of patient care to have a nurse leave their unit or department right after significant time, effort, and resources had been devoted to getting them prepared to work there independently.

7. **Article 31(C) [page 48] – Vacation Scheduling.** In the Vacation Scheduling section, add language limiting vacation requests during the first round of the annual sign-up process to two calendar weeks between May 15 and September 15 – *i.e.*, a nurse can initially request, as part of the sign-up process, a maximum of two weeks during this period, with the opportunity to request more after other RNs have been given the opportunity to ask to use some vacation time during this period. From the standpoint of fairness and equity – and to aid with retention and recruitment – it is important to address the issue of some nurses not being able to take any vacation time during the summer months

8. **Article 31(C) [page 48] – Vacation Scheduling.** In the Vacation Scheduling section, modify the formula identifying the number of vacation slots to the updated formula that has already been worked-through with MNA.

9. **Article 34(D) [pages 57-58].** North Memorial proposes to remove the special carve-out for RNs who are 0.8 FTE and above that exempts them from ever needing to take a mandatory low need day. North Memorial believes that it is fair and equitable for all RNs covered by the contract to qualify for low need days, rather than provide a special exemption to a portion of the bargaining unit.

North Memorial proposes to update the language to state that a nurse being assigned a mandatory low need day will be given a minimum of one hour advance notice before the beginning of the shift. This would permit the Hospital to better-identify staffing needs – particularly in light of changes in patient census and call-ins which may occur on short notice – prior to low-needing staff.

North Memorial proposes to update the language to provide for a maximum of 64 mandatory low need hours per contract year, allowing for greater flexibility to staff the units appropriately.

10. **Article 49 – Diversion of Drugs.** The diversion of drugs is a very serious issue that creates substantial risk and harm to patients, co-workers, the Hospital, and the diverting employee. North Memorial proposes to delete / modify the language characterizing the diversion of drugs as an issue for “Performance Improvement,” and to remove the language suggesting that an employee might be immune from termination for stealing drugs for personal use if it was their first time caught.

11. **Article 56 - Social Security.** Update the contract by removing this antiquated article. This provision pertains to giving a notice under 26 USCA Sec. 3121(k)(1)(D) of the Social Security Act. That provision was repealed 36 years ago in 1983. Thus, this provision is no longer applicable.
12. **New Section – Assessment Period.** Add a new section to the contract, stating that there will be an assessment period of 180 calendar days for newly-employed nurses (with any absences of longer than two consecutive weeks not counting towards the 180 calendar days), and including the customary language that a nurse may be terminated from employment for any reason during the assessment period without recourse to the grievance-arbitration procedure. It is beneficial for patients, nurses, other members of the care team, and the Hospital to include language recognizing that, occasionally, a new hire may not be suited to working in this environment.
13. **Article 65 – Duration.** Remove the two sentences providing that proposals to change, modify, or terminate contract provisions will be submitted on March 15 of the expiration or reopening year, as it is customary in labor relations to exchange proposals on the first day of collective bargaining negotiations.