

United Hospital:

<u>LOU</u>	<u>Action</u>
LOU Prior to 1998 Amended 2004 - Joint MNA/NMI Task Force Report – Use of Temporary Nurses	Renew for duration of successor agreement.
LOU 1992 Amended 2004 – Pediatric Affiliations	Renew for duration of successor agreement.
LOU 1995 - Seniority – Shared Services and Transfers	Renew for duration of successor agreement.
LOU 1995 – MNA Notification of Business Decision Meetings	Renew for duration of successor agreement.
LOU 1995 – Cafeteria Prices	Renew for duration of successor agreement.
LOU 1998 – United Health and Safety	Renew for duration of successor agreement.
LOU 1998 – Accommodation	Renew for duration of successor agreement.
LOU 1998 – Ergonomics and Safety Issues	Renew for duration of successor agreement.
LOU 2007 – Safe Patient Handling	Renew for duration of successor agreement.
LOU 1998 Amended 2004 – Education	Renew for duration of successor agreement.
LOU 1998 – ANA Statement on Risk vs Responsibility in Providing Nursing Care	Renew for duration of successor agreement.
LOU 1998 – Consistent Standard of Care	Renew for duration of successor agreement.
LOU 1998 – Use of Technology and Equipment	Renew for duration of successor agreement.
LOU 1998 – Leadership and Charge Roles	Renew for duration of successor agreement.
LOU 1998 – Parking	Renew for duration of successor agreement.
ACTION PLAN 1998 – Parking	Renew for duration of successor agreement.
LOU 2007 – Parking for Nurses Working Straight Night Shifts	Renew for duration of successor agreement.
LOU 2001 AMENDED 2007 – Master Contract	Renew for duration of successor agreement.
LOU 2001 – Workers’ Compensation Pay Supplement	Renew for duration of successor agreement.
LOU 2006 – Pre-Tax Reimbursement and Forfeitures	Renew for duration of successor agreement.

LOU 2007 – Phlebotomy/Transport	Renew for duration of successor agreement.
LOU 2007 – Relationship of Nursing Practice Care Delivery Committee (NPCDC) & Patient Care	Renew for duration of successor agreement.
LOU 2007 – Acuity System	Remove from contract book. LOU has no continuing relevance or application.
LOU 2007 – Allina Clinical Nursing Practice Council	Renew for duration of successor agreement.
LOU 2007 – Work Commitment	Renew for duration of successor agreement.
United Diabetes Center Agreement	Renew for duration of successor agreement.
Care Coordinator Agreement – 2004	Renew for duration of successor agreement.
Care Coordinator Agreement – Amended 2013 (as modified by Nurse Clinician Agreement)	Renew for duration of successor agreement.
LOU 2001 – Orientation Facilitator Differential	Renew for duration of successor agreement.
LOU 2006 – Payment for Attendance at Meetings	Renew for duration of successor agreement.
LOU 2008 – Community or Region Wide Emergency Response	Renew for duration of successor agreement.
LOU 2009 – Mandatory Education	Renew for duration of successor agreement.
LOU 2009 – Standardized Nursing Orientation	Renew for duration of successor agreement.
LOU 2010 – Low Need Days	Remove from contract book. See Item 1.
Health and Safety – Action Plan Summary 1998	Renew for duration of successor agreement.
Vacation Scheduling – Action Plan 1998	Renew for duration of successor agreement.
Staffing and Scheduling – Action Plan 1998	Renew for duration of successor agreement.
Bottleneck Area Closure – Action Plan 1998	Renew for duration of successor agreement.
RN Unit Practice Committees – Action Plan 2004	Renew for duration of successor agreement.
Approval of Funds for Nursing Research – Action Plan 2004	Renew for duration of successor agreement.
Transition Agreement to Peri-op Model	Renew for duration of successor agreement.

LOU 2009 – Floating, Mandatory Low Need Days, and Reductions	Remove from contract book. See Items 7 and 1. Remainder of LOU has no continuing relevance or application.
Assistant Clinical Managers Agreement	Renew for duration of successor agreement.
Gift Card in lieu of Meal Vouchers (2012)	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 – Call Backs and Guarantee Pay (Surgical Services)	Renew for duration of successor agreement.
LOU – Payment of Call (PACU and GI)	Renew for duration of successor agreement.

JOINT MNA/NMMI TASK FORCE REPORT – USE OF TEMPORARY NURSES

LOU - Prior to 1998
Amended 2004

Karen Patek
Associate Executive Director
Minnesota Nurses Association
1821 University Avenue
St. Paul, MN 55104

Dear Ms. Patek:

Minnesota Nurses Association and United Hospitals Incorporated-The Children's, Inc. mutually agree that guidelines dated October 22, 1979 developed by the Joint MNA/HMMI Task Force on the Use of Temporary Nurses as such recommendations relate to use of temporary nurses and to floating shall continue in effect until amended by mutual agreement of the parties.

Sincerely,

SIGNED

Roger M. Colombo
Vice President
Human Resources

NOTE: Recommendations from the task force are on file in the local hospital MNA office

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 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 Section 15, Job Protection, of the United Hospital 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

SENIORITY - SHARED SERVICES AND TRANSFERS
Between
CHILDREN'S ST. PAUL and UNITED HOSPITAL

LOU - June 1, 1995

Effective June 1, 1995:

* Shared Services Seniority ---

- * Children's St. Paul nurses who work in Shared Services will have all Shared Services hours worked accrued to Children's St. Paul seniority list.
- * United Hospital nurses who work in Shared Services will have all Shared Services hours worked accrued to United Hospital seniority list.

* Non-Shared Services Seniority --

- * Any Children's St. Paul nurses who wish to work hours at United Hospital outside of Shared Services may only do so if employed by United Hospital. All such worked hours outside of Shared Services would accrue to the United Hospital seniority list.
- * Any United Hospital nurses who wish to work hours at Children's St. Paul outside of Shared Services may only do so if employed by Children's St. Paul. All such worked hours outside of Shared Services would accrue to the Children's St. Paul seniority list.

* Transfers between Children's St. Paul and United Hospital --

- * All Children's St. Paul nurses will be considered as external candidates when applying for United Hospital bargaining unit positions.
- * All United Hospital nurses will be considered as external candidates when applying for Children's St. Paul bargaining unit positions.
- * Children's St. Paul nurses will not transfer any seniority hours to United Hospital if accepting bargaining unit positions at United Hospital.
- * United Hospital nurses will not transfer any seniority hours to Children's St. Paul if accepting bargaining unit positions at Children's St. Paul.
- * United Hospital and Children's St. Paul management and respective Minnesota Nurses Association bargaining unit nurses affected by the redesign process will enter into discussions utilizing the IBB process to ensure the protection of the rights of all shared services nurses.

UNITED HOSPITAL

By SIGNED

Date: _____

MINNESOTA NURSES ASSOCIATION

By SIGNED

MNA Chairperson

Date: _____

By SIGNED

MNA Staff Specialist, Labor Relations

Date: _____

CHILDREN'S HOSPITAL - ST. PAUL

By SIGNED

Date: _____

MINNESOTA NURSES ASSOCIATION

By SIGNED

MNA Chairperson, Children's - St. Paul

Date: _____

By SIGNED

MNA Staff Specialist, Labor Relations

Date: _____

MNA NOTIFICATION OF BUSINESS DECISION MEETINGS

LOU - 1995

During the course of negotiations for the 1995-1998 Contract between United Hospital and Minnesota Nurses Association, the parties reached agreement on the following:

1. There will be representation from United Hospital at meetings where decisions are made impacting those at United Hospital.
2. That representative is responsible to communicate any decisions made.
3. United Hospital will notify Minnesota Nurses Association of pending decisions which affect members of Minnesota Nurses Association before decision is made and before decision is implemented.
4. Types of decisions which are made or will be made at the corporate (system) level will be identified.

UNITED HOSPITAL

MINNESOTA NURSES ASSOCIATION

By SIGNED _____

By SIGNED _____

MNA Chairperson

Date: _____

Date: _____

By SIGNED _____

MNA Staff Specialist, Labor Relations

Date: _____

CAFETERIA PRICES

LOU - 1995

During the course of negotiations for the 1995-1998 Contract between United Hospital and Children's Health Care--St. Paul and Minnesota Nurses Association, the parties agreed to the following regarding cafeteria prices and services:

1. The current employee discount of ten percent (10%) will be maintained throughout the term of the Contract.
2. The employer agrees to provide prior notice and rationale to Minnesota Nurses Association for any increase in cafeteria prices.

UNITED HOSPITAL

By SIGNED

Date: _____

MINNESOTA NURSES ASSOCIATION

By SIGNED
MNA Chairperson

Date: _____

By SIGNED
MNA Staff Specialist, Labor Relations
Date: _____

CHILDREN'S HOSPITAL - ST. PAUL

By SIGNED

Date: _____

MINNESOTA NURSES ASSOCIATION

By SIGNED
MNA Chairperson, Children's - St. Paul
Date: _____

By SIGNED
MNA Staff Specialist, Labor Relations
Date: _____

UNITED 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 work place 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. Determine the exposure limits with the use of controls such as safety equipment by taking into consideration data and resources from National Institute for Occupational Safety and Health (NIOSH), 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 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 to 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. Quarterly, report evaluation results to the appropriate Labor-Management Committee(s).
- i. A MNA staff nurse will serve as an advocate for injured, ill or disabled RNs to facilitate effective communication, navigate complex claims process 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 including latex.
- 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: The Administration and Employees of United 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 United 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 name-tag 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.
- p. When Occupational Health is notified of an injured nurse, they will send a jointly developed letter to notify the injured nurse of the MNA Nurse Advocate and how to reach him/her.

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 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 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, Minnesota Nurses Association will waive the posting requirements of Section 16, 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 28, 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 18, 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 Americans with Disabilities Act (A.D.A.)

ERGONOMICS AND SAFETY ISSUES

UNITED LOCAL LOU - 1998

Hospital Health & Safety leaders and Minnesota Nurses Association will jointly develop a plan to identify, assess, and reduce or eliminate ergonomic exposures for Registered Nurses with use of engineering and other controls to continually reduce exposure to musculoskeletal disorders.

- a. Identify high injury work areas and initiate and communicate injury prevention project. Occupational Health Department, Risk Management leaders and Minnesota Nurses Association will develop a plan to provide this training in identified areas.
- b. Each patient care area will have a designated Minnesota Nurses Association bargaining unit RN who is identified as a safety liaison for nursing related health and safety issues.
- c. Jointly develop and streamline the process to remove broken equipment out of service and repaired as soon as possible. Maintenance and/or Biomed Department have Level 4 authority to take unrepairable equipment out of service.
- d. Develop and present an educational program for all leaders regarding ergonomics, i.e. leaders attend injury prevention training.
- e. Educate leaders to build in replacement costs in the annual budget for equipment that needs replacement.
- f. Identify barriers to employees using ergonomic equipment and resolve them.
- g. Assess needs for patient transport, e.g. type of cart, use of cart mover, number of people needed, movement of equipment.
- h. Do a cost benefit analysis on work related injuries in order to develop a business plan related to ergonomic improvements.
- i. Explore the development of more storage space in appropriate areas on an on-going basis.

SAFE PATIENT HANDLING

LETTER OF UNDERSTANDING BETWEEN ALLINA HOSPITALS & CLINICS
AND
THE MINNESOTA NURSES ASSOCIATION
(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY HOSPITAL,
and UNITED HOSPITAL)

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

1. The maximum manual lift requirement is thirty-two pounds for any purpose.
2. The maximum push-pull requirement of 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

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Sue Penque, R.N.
Vice President of Patient Care Services

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

EDUCATION

LOU - 1998
Amended 2004

- A. Each facility and Minnesota Nurses Association will jointly develop and implement a plan to educate the Minnesota Nurses Association representatives, human resource personnel, and management personnel on the terms of the Contract and its interpretations.
- B. Education Actions: The following actions shall be taken:
1. The Hospital will publish information about available education funds and how they may be accessed.
 2. Explore having the "college on wheels" concept brought to the facility.
 3. Minnesota Nurses Association and Allina will explore a joint application for a grant of federal or state funds for dislocated workers that would be available in case of layoff or full or partial closure of any Hospital covered by this Agreement.
- C. Code of Ethics: The Hospital and Minnesota Nurses Association shall jointly develop and present educational programs to promote a mutual understanding of the ANA Code of Ethics for Nurses; and its application to acute care settings, recognition of situations and behaviors that present barriers to application of the ANA Code of Ethics for Nurses, and methods to resolve conflict over these and other problems in the nurse's workplace.

ANA STATEMENT ON "RISK VERSUS RESPONSIBILITY IN PROVIDING NURSING CARE

LOU - 1998

RISK VS. RESPONSIBILITY--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 1995 negotiations. The ANA document is, therefore, adopted as a Minnesota Nurses Association/Allina joint statement on this issue. 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 socioeconomic 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 nondiscrimination 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 this 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."

CONSISTENT STANDARD OF CARE

UNITED LOCAL 1998 LOU

During negotiations of the 1998-2001 Contract Agreement between United Hospital and Minnesota Nurses Association regarding the provision of a consistent standard of patient care regardless of where care is provided.

1. Develop Phase II of United Hospital Contingency Plan which will clearly define procedures, processes and priorities to ensure safe patient care and a safe practice environment.
 - a. Development of a plan to respond to Emergency Department volume crisis situations which do not meet orange alert criteria.
 - b. Re-evaluate staffing levels in entry point units (i.e. Emergency Department, Birth Center, and Operating Room) to ensure the ability to accommodate sudden increase in work volume.
2. Evaluate current standards of patient care for possible revision and updating.
3. Develop a joint process to evaluate the standards of care throughout United Hospital to ensure patients are receiving the same standard of care regardless of where that care is delivered.
4. Minnesota Nurses Association and management will be represented within existing committees when reviewing and developing patient flows.
5. The patient placement committee will utilize the Nursing Practice Care Delivery Committee for review and input regarding areas that fall within the scope of the Nursing Care Delivery Committee's authority.
6. Emergency Department staff will be given the opportunity to take components of the critical care course. The appropriate components of the critical care course will be jointly determined.

USE OF TECHNOLOGY AND EQUIPMENT

UNITED LOCAL 1998 LOU

1. Data gathered from electronic sources (e.g. Pyxis, time collection systems) may be used as supporting data, but not primary data in investigatory and disciplinary processes.
 - a. Time related data must be validated for accuracy.
 - b. Parking data will only be used for parking related issues.

2. All users of hospital technology will be held to the established standards.
 - a. Appropriate use of technology will be jointly defined.
 - b. Consequences for not using ancillary equipment appropriately will be jointly determined.

3. A process will be developed that provides for joint evaluation and selection of technology that involves patient care.

LEADERSHIP AND CHARGE ROLES

UNITED LOCAL 1998
Amended 2004

1. Designate a work group or task force to:
 - a. evaluate the current status of leadership roles within each center/unit and in United Hospital as a whole, including specialty leader positions in O.R.;
 - b. evaluate units where the ACM role has been eliminated in regard to necessary work that is not being done and determine if there is a need to reinstate the position, and if so, do so;
 - c. develop role descriptions and scope of leadership positions and identify rewards for leadership roles, e.g. ACM, charge, preceptor;
 - d. develop performance criteria for continuation in leadership role;
 - e. maintain or establish consistent titles and recognition for leadership roles at United;
 - f. develop selection criteria appropriate for each leadership role;
 - g. continue to develop leadership skills for all RNs by sharing leadership work;
 - h. develop a process to be used for situations where a position may need to be modified or eliminated;
 - i. clarify the preceptor role at United;
 - j. develop system to facilitate coverage so that adequate time is allowed for components of leadership role;
 - k. bargaining unit leadership roles will exclude supervisory work;
 - l. implement outcomes;
2. Develop a process based on the previously agreed "principles and Selection Criteria for the Charge Nurse Role" that would lead to determination of variation in a charge nurse's assignment in relation to unit needs.
3. Clarify and support the charge nurse's ability to modify assignments previously made.
4. The charge nurse will be provided a report on all patients and anticipated patients on the unit(s) where the nurse is assigned. Each center will develop standards to facilitate this process.
5. Problems involving conflict with patient care needs and charge role/responsibility will be brought to Nursing Care Delivery Committee, if not resolved on the unit.
6. Develop and/or clarify criteria for IS involvement in making patient and/or bed assignments.
7. Within one (1) year from the effective date of the Contract, each patient care area (unit) will convene a group of leaders, MNA representatives, and staff nurses who will develop criteria for appropriate patient assignments for nurses in a charge role. This criteria will be reviewed and approved by the Nursing Practice Care Delivery Committee (NPCDC). Changes or modifications of this criteria will be made only with the concurrence of the NPCDC.

PARKING

UNITED LOCAL 1998 LOU

- A. No fines will be associated with parking violations however, notification is appropriate.
- B. The employer and MNA will agree when towing is the only option.
- C. The discipline process outlined in the contract will be followed in situations of parking violations.
- D. Guidelines will be developed for leader outlining the appropriate guidelines to be utilized in relationship to discipline for parking violations, i.e. education, consistent process, etc.

PARKING

1998 United Local ACTION PLAN

Parking

Action Plans agreed to during the 1998 United Local Contract Negotiations regarding parking:

- A. In an effort to maintain an accurate waiting list and an accurate parking list, the following will be implemented:
 - 1. The parking office will develop a process to take employees who are no longer needing parking off the active parking waiting list.
 - 2. HR, in timely fashion, will notify the parking office of changes in employee status which could affect parking status, i.e. resignations, transfers to other Allina facilities.
 - 3. The parking office will develop a system to accommodate the parking needs of those RNs who retire and continue to work in a casual status by allowing them to have an hourly employee parking card charged at the normal hourly rate. The retiree will then be taken off the active parking list.

PARKING FOR NURSES WORKING STRAIGHT NIGHT SHIFTS

UNITED LOCAL 2007 LOU

Process for reimbursement: The straight night nurse must pull a ticket on entering the parking ramp, pay for the parking and get a receipt upon leaving the ramp. The Allina reimbursement policy should be followed.

Alternative: United Hospital will provide free parking vouchers:

- a. When a straight night nurse picks up a shift adjacent to their regularly scheduled night shift (i.e. the nurse picks up 3:00 pm – 7:00 pm adjacent to their scheduled 7:00 pm – 7:00 am shift).
- b. When a straight night nurse attends Competency Day.

ALLINA HOSPITALS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

MASTER CONTRACT
LOU - 2001
Effective Date: June 1, 2001
Amended 2007
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, Phillips Eye Institute, United, and Mercy, have agreed that future contracts will be negotiated either jointly between United, Mercy, Abbott Northwestern Hospital, Phillips Eye Institute or simultaneously, between United, Mercy and Abbott Northwestern, 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 & Termination of Employment
- Promotions, Transfers and New Positions (excluding e & f United only)
- No Strikes – No Lock Outs
- Association Communication & Chairpersons
- Pre-Tax Spending Account
- Personnel Files
- Association Security
- Retention of Benefits
- Successors & Assigns
- Breakage
- Legality
- Voluntary Employee Benefit Association
- Duration & 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, 2009 of any desire to pursue such a coordinated approach to bargaining.

No later than December 15, 2009, 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, MNA

By SIGNED
Nikkol Rogers, R.N.
Co-Chair, Minnesota Nurses Association

By SIGNED
Linda Slattengren, R.N.
Co-Chair, Minnesota Nurses Association

By SIGNED
Marie Stuewe, R.N.
Co-Chair, Minnesota Nurses Association

WORKERS' COMPENSATION PAY SUPPLEMENT

LOU 2001

Effective Date: June 1, 2001

Expiration Date: May 31, 2019

Intent: Allina is 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 ANW/PEI, Mercy, 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/week; \$925/week for those injured 6/1/98 to 9/30/00) 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 6/1/98 and 9/30/00)
- ◆ 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; retro-active payments to June 1st will be made if qualify) and cease at the end of the current contract period.

ALLINA HOSPITALS

By SIGNED
Marvin Dehne
Chair, Labor Policy Committee

MINNESOTA NURSES ASSOCIATION

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

By SIGNED
Nikkol Rogers, R.N.
Co-Chair, Minnesota Nurses Association

By SIGNED
Linda Slattengren, R.N.
Co-Chair, Minnesota Nurses Association

By SIGNED
Marie Stuewe, R.N.
Co-Chair, Minnesota Nurses Association

**LETTER OF UNDERSTANDING
BETWEEN
MINNESOTA NURSES ASSOCIATION
AND
ALLINA HOSPITALS AND CLINICS**

PRE-TAX REIMBURSEMENT AND FORFEITURES

Allina Hospitals and Clinics and the Minnesota Nurses Association have agreed on the following process for complying with the provision of the Collective Bargaining Agreements for Abbott Northwestern Hospital, Phillips Eye Institute, Mercy Hospital, United Hospital, Cambridge Medical Center, and Medformation related to the use of forfeitures attributable to MNA members under the Flexible Benefit Program. The provisions 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 nurses 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 1 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.
- 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. Raming
Director, Allina Labor Relations

ALLINA HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

Renee Raming
Director, Labor Relations

Susan Mason
Labor Relations Specialist

Effective: 06-01-07
Expires: 05-31-19

PHLEBOTOMY / TRANSPORT

UNITED LOCAL 2007 LOU

United Hospital will transition the oversight of inpatient phlebotomy (except for the Birth Center) from Nursing to the Laboratory with projected implementation May 2007. Registered Nurses will retain responsibility for line draws.

United Hospital and MNA will actively pursue and implement a plan to address patient discharge on weekends and the transport of non-monitored patients.

ALLINA HOSPITALS

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

RELATIONSHIP OF NURSING PRACTICE CARE DELIVERY COMMITTEE (NPCDC)
&
PATIENT CARE EXCELLIAN WORK GROUP (PCEW)
UNITED LOCAL 2007 LOU

The purpose of Nursing Practice Care Delivery committee (NPCDC) is to govern nursing practice at United Hospital.

The purpose of the Patient Care Excellian Work Group (PCEW) is to make United-specific decisions and recommendations related to workflow changes necessitated by Excellian implementation. This group may also make recommendations to Excellian as to the need for configuration or software design changes to enhance patient care.

- All recommendations of PCEW that impact nursing practice are approved through NPCDC. To support that approval process:
 - PCEW will routinely report final recommendations to NPCDC for approval.
 - In cases where PCEW is unable to reach consensus the issue under discussion will be reviewed and addressed with final decision and approval by NPCDC.
- All recommendations from the Downtime Committee that impact nursing practice will be reviewed through PCEW to assure appropriate integration with ongoing workflow decisions. Final recommendations from PCEW regarding downtime will be presented and approved through NPCDC.
- The process for review and approval of recommendations as well as the structure of PCEW and its relationship to NPCDC will be evaluated every 3 months with the goal of permanently transitioning PCEW into NPCDC.

ALLINA HOSPITALS

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

Effective: 06-01-07
Expires: 05-31-19

ACUITY SYSTEM

LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS & CLINICS
AND

THE MINNESOTA NURSES ASSOCIATION

(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY, and UNITED)

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

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

ALLINA CLINICAL NURSING PRACTICE COUNCIL

LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS & CLINICS
AND

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

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 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

MINNESOTA NURSES ASSOCIATION

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

WORK COMMITMENT
UNITED LOCAL 2007 LOU

Effective June 1, 2007 a nurse may only request to reduce their FTE status four (4) times per year. The nurse must request the reduction by:

1. January 1st for an April 1st implementation,
2. April 1st for a July 1st implementation,
3. July 1st for an October 1st implementation, and
4. October 1st for a January 1st implementation.

Any request received during the 3 month period prior to the next request date will be considered as a request on that next date (i.e. the request is made on January 23rd, the date of the request is actually April 1st and will be granted by July 1st. The implementation will occur in the first schedule posted following the date of implementation.

Exemptions to the above are for nurses applying for posted positions, nurses returning from medical leaves of absence that require a temporary reduction of FTE as an accommodation, or nurses returning from Leaves of Absence requesting a permanent reduction of authorized hours. This request must be made to the nurse's Leader before returning to work.

ALLINA HOSPITALS

By SIGNED
Renee Raming
Vice President, Allina Labor Relations

By SIGNED
Sue Penque, R.N.
Vice President United Hospital

MINNESOTA NURSES ASSOCIATION

By SIGNED
Elayne Best, R.N.
Labor Relations Specialist

By SIGNED
Marie Stuewe, R.N.
MNA Co-Chair

By SIGNED
Linda Slattengren, R.N.
MNA Co-Chair

UNITED DIABETES CENTER AGREEMENT

Reached between the Minnesota Nurses Association on behalf of the Diabetes Clinician-RN's in the United Diabetes Center and United Hospital

Effective July 1, 1997, the position of Diabetes Clinician-RN in the United Hospital Diabetes Center (UDC) will be covered by the Minnesota Nurses Association (MNA) contract with United Hospital.

- Each RN's salary will be at the proper level on the current salary schedule. Appropriate credit for prior experience will be given. The effective date will be July 1, 1997. In no case will an RN's salary be reduced, if the RN's current salary exceeds the appropriate contract salary step, the current rate will be frozen until such time as the nurse's experience credit and hours worked would result in reaching or exceeding a salary step. At that time, the nurse would move to the new rate. In the event that a nurse received a lower salary in a non-contract status, the difference in salary will be paid retroactively from July 1, 1997.
- All hours worked since July 1, 1997 count toward future increases on the salary scale.
- All nurses will be covered by all insurance effective December 31, 1997 pursuant to the contract. Each nurse shall receive a refund for any difference in premium costs, but no nurse will be required to re-pay any under-payment of premiums.
- Bargaining unit seniority shall accrue from July 1, 1997 except as provided in Section 12(d) for those nurses who transferred to non-contract status within one (1) year of that date.
- In the event the 1998 contract negotiations result in more favorable treatment with regard to seniority, nurses in the UDC will be treated in the same manner.
- Unless otherwise agreed; eligibility for benefits or privileges based on hours of service will be treated consistent with the application of seniority.
- Nurses otherwise eligible for tuition reimbursement under Section 2(c) for work preparatory to certification examination will be reimbursed per contract upon application effective July 1, 1997.
- Nurses who successfully completed the certification or re-certification exam will be reimbursed the application fee pursuant to Section 4(m).
- Eligible nurses in the UDC were paid the certification differential in January, 1998. They will be next eligible for payment on November 1, 1998.
- All Diabetes Clinician-RNs will require Certified Diabetes Educator (C.D.E.) certification within one (1) year of meeting the hourly requirement to sit for the American Association of Diabetes Educators certification examination.
- Nurses will continue to self-schedule.
- A nurse who transferred from a contract to non-contract position, and as a result had accrued sick leave frozen or vacation or sick leave lost, shall have such sick leave or vacation re-credited except for any sick leave or vacation which has been subsequently used.
- Nurses will be credited with the benefits earned per contract unless PTO benefits exceed the contract benefits. PTO balances may be converted to sick leave and/or vacation as the nurse chooses.
- Nurses will receive the appropriate personal holidays as required by the contract. Nurses newly employed by United should receive one (1) holiday to be used by June 30, 1998. Nurses previously transferred from contract to non-contract may have additional days available and will be noted on an individual basis.
- Nurses will be transferred to the MNA pension plan effective 12-31-97 and all appropriate credit

will be given for hours and dollars.

MNA on-call rates will be effective July 1, 1997 and all appropriate retro pay will be paid.

- Nurses will be allowed to choose on-call as part of their regular FTE or in addition to their FTE
- Nurses will all have a day/evening rotating position.
- Less than 8-hour shifts will be permitted as used currently.
- Flexible scheduling will be used under Section 3(d) in the contract. However, flexible scheduling is not optional and may not be revoked without the agreement of both the union and management.
- Nurses will be paid on a 40-hour work week and may elect time back in lieu of overtime within the work week.

UNITED HOSPITAL - ST. PAUL

MINNESOTA NURSES ASSOCIATION

BY SIGNED
Barbara Balik

BY SIGNED
Marie Stuewe, R.N. MNA Chairperson

Dated: September 30, 1999

Dated: August 19, 1999

BY SIGNED
Elizabeth Shogren
MNA Staff Specialist, Labor Relations

Dated: August 19, 1999

CARE COORDINATOR AGREEMENT

Amended 2004

Between the Minnesota Nurses Association and United Hospital Implementation of a new RN position at United Hospital -Care Coordinator-

- 1. Effective January 1, 2001 the position of Care Coordinator will be included in the United Hospital/Minnesota Nurses Association contract.
2. The position of Care Coordinator will be paid a rate 10% greater than the appropriate Staff Nurse pay level.
3. Care Coordinators may elect to either work a flexible schedule under the "over 40" overtime standard set forth in Section 3(h) 2, or a regular schedule under the "8 and 80" overtime standard set forth in Section 3(a).
4. Care Coordinators will self- schedule and are not required to post preliminary hours as noted in section 17 (b) Schedules and Posting - but must have a final schedule posted as required in this section.
5. Care Coordinators will have weekend and holiday obligations as part of their work agreement unless exempt from holiday work per the contract.
6. Care Coordinator positions will not require on-premise or off-premise call.
7. Care Coordinator positions will generally be .8 to 1.0 FTE status - however, some lesser FTE positions will be utilized to cover weekends or smaller units
8. Care Coordinator positions will require that the nurse has a Baccalaureate Degree in Nursing or be an RN with a minimum of 31,200 seniority hours at United Hospital, as well as meet all other qualifications listed on the position description.*
9. Two positions of the first 16 FTEs filled will include the requirement of Care Management certification**. These positions will be in two separate care centers.
10. The Director of Care Management will conduct the interviews for the Care Coordinator positions using the jointly agreed upon questions.
11. Except as expressly limited or modified by this agreement, all other provisions of the contract are applicable.

* Jointly developed position description attached / **List of agreed upon certifications attached

UNITED HOSPITAL -- ST. PAUL

MINNESOTA NURSES ASSOCIATION

By: SIGNED
Vice President, Patient Care

By: SIGNED
MNA Chairperson

Dated:

Dated:

By: SIGNED
MNA Staff Specialist, Labor Relations

Dated:

CARE COORDINATOR AGREEMENT

Amended 2013

Between the Minnesota Nurses Association and United Hospital Implementation of a new
RN position at United Hospital
-Care Coordinator-

1. Effective January 1, 2001 the position of Care Coordinator will be included in the United Hospital/ Minnesota Nurses Association contract.
2. The position of Care Coordinator will be paid a rate 10% greater than the appropriate Staff Nurse pay level.
3. Care Coordinators may elect to either work a flexible schedule under the "over 40" overtime standard set forth in Section 3(h)2, or a regular schedule under the "8 and 80" overtime standard set forth in Section 3(a). The hospital retains the right to determine the numbers of staff under each overtime standard to ensure appropriate and balanced coverage. Care Coordinators on an "over 40" overtime standard who work greater than their scheduled shift may elect to take time off in the same week in lieu of the overtime required in section 3(h)2.
4. Care Coordinators will self-schedule and are not required to post preliminary hours as noted in section 17(b) Schedules and Posting - but must have a final schedule posted as required in this section.
5. Care Coordinators will have weekend and holiday obligations as part of their work agreement unless exempt from holiday work per the contract. Jointly developed Holiday Guidelines are applicable to these positions (please see the Holiday Guidelines for further information). Effective March 1, 2002, Care Coordinators will no longer be scheduled to work holidays. The holiday obligation will remain part of each Care Coordinator's work agreement however, should holiday work become necessary in the future.
6. Care Coordinator positions will not require on-premise or off-premise call.
7. Care Coordinator positions will generally be .8 to 1.0 FTE status - however, some lesser FTE positions will be utilized to cover weekends or smaller units.
8. Care Coordinator positions will require that the nurse has a Baccalaureate Degree in Nursing or be an RN with a minimum of 31,200 seniority hours at United Hospital, as well as meet all other qualifications listed on the position description. Care Coordinators hired after November 1, 2013 must meet all minimum qualifications for the Care Coordinator position.
9. All current Care Coordinator staff will be considered qualified without any further certification requirements. All new staff must have or obtain a Case Management Certification within two years of accepting the position.
10. The Director of Care Management will conduct the interviews for the Care Coordinator positions using the jointly agreed upon questions. The appropriate Care Center Director will also be included in the interviews. The Director of Care Management will consider criteria from appropriate physicians, social workers and MNA representatives when making the final hire decisions, however, the Director of Care Management is solely responsible for determining the final pass/fail criteria and making all final hire decisions.
11. Except as expressly limited or modified by this agreement, all other provisions of the contract are applicable.

SETTLEMENT AGREEMENT

Allina Health and United Hospital (collectively the "Employer") and the Minnesota Nurses Association (the "Union") hereby agree as follows:

WHEREAS, the Employer created a non-contract Nurse Clinician position in December 2012; and

WHEREAS, the Union filed two grievances ("Grievance 1" and "Grievance 2") protesting the placement of the position as a non-contract position on December 21, 2012; and

WHEREAS, the parties desire to settle this matter;

NOW, THEREFORE, the parties agree as follows:

1. The Employer will re-title the Nurse Clinicians in the Physician Extender role as "RN -Hospitalist Discharge Coordinators." The Physician Extender role will be a RN-Hospitalist Discharge Coordinator role. As such, it will be part of the MNA-represented bargaining unit at United Hospital.
2. All RNs employed as Nurse Clinicians as of November 1, 2013 will be credited with contract seniority hours for all hours worked in such position since December 21, 2012.
3. RNs who were laid off or had hours involuntarily reduced as a result of the shift of RN FTEs from Care Coordinator positions to Nurse Clinician positions will be recalled no later than January 1, 2014.
4. Any Care Coordinator who was involuntarily displaced in the December 2012 layoff shall be made whole for any lost wages, pension credits, paid leave accruals, and seniority hours resulting from the changed position.
5. Effective November 1, 2013, all other RNs employed as Nurse Clinicians will receive the greater of (1) the appropriate wage rate as provided by the collective bargaining agreement, or; (2) the nurse's current wage rate up to the date that the appropriate wage rate as provided by the collective bargaining agreement is equal or greater than the nurse's current wage rate, at which point the nurse will be placed at the appropriate wage rate as provided by the collective bargaining agreement.
6. The parties agree to amend the Care Coordinator Agreement LOU by replacing paragraph 9 with the following (full text LOU attached):

All current Care Coordinator staff will be considered qualified without any further certification requirements. All new staff must have or obtain a Case Management Certification within two years of accepting the position and meet the minimum qualifications of the Care Coordinator position.

7. The Union agrees that Grievance 1 and Grievance 2 filed on December 21, 2012 shall be withdrawn with prejudice; shall be considered fully resolved; and shall not be submitted to arbitration pursuant to the collective bargaining agreement between the Union and the Employer.
8. This Agreement is not to be construed as an admission of wrongdoing or liability on the part of the Employer. The Employer expressly denies that it breached the collective bargaining agreement or otherwise acted improperly as alleged by the Union.
9. The parties agree that this Agreement shall not be construed to set a precedent for any other pending or future grievance. Neither the fact of this Agreement nor any of its terms shall be mentioned, cited, discussed, introduced, or relied upon by either party in any arbitration case or proceeding involving any other pending or future grievance.
10. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have signed this Agreement on the respective dates hereinafter set forth.

**ALLINA HEALTH & UNITED
HOSPITAL**

MINNESOTA NURSES ASSOCIATION

**ALLINA HEALTH & UNITED
HOSPITAL**

MINNESOTA NURSES ASSOCIATION

By *James C. McElade*
Its *Director Human Resources*

By *Juli J. [Signature]*
Its *Labor Relations Specialist*

Dated *11/14/13*

Dated *11/14/2013*

ORIENTATION FACILITATOR DIFFERENTIAL

Letter of Understanding

Date: October 9, 2001

Expires: Ongoing

A nurse who has applied for and been awarded an orientation facilitator position at United Hospital shall be paid a differential of 6 percent (6%) in addition to the nurse's regular hourly rate of pay for all paid hours.

The above differential will not be paid to nurses who assist the orientation facilitator or acts as an orientation facilitator on an intermittent basis.

PAYMENT FOR ATTENDANCE AT MEETINGS FOR MINNESOTA NURSES ASSOCIATION
CHAIRPERSONS, LOCAL UNION STEWARDS (REPRESENTATIVES)
AND DESIGNATED BARGAINING UNIT MEMBERS

AGREEMENT BETWEEN
ALLINA HOSPITALS & CLINICS AND MINNESOTA NURSES ASSOCIATION

Letter of Understanding - 2006

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

LETTER OF UNDERSTANDING 2008 - COMMUNITY OR REGION WIDE EMERGENCY
RESPONSE

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

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.

MANDATORY EDUCATION

LETTER OF UNDERSTANDING – 2009 Revised 10/23/2012

Effective:
1st Quarter Education Bundle 2013
Expiration: None

The following was reached as an agreement between United Hospital (the Employer) and the Minnesota Nurses Association (MNA), as an established process for the purpose of providing mandatory education to the United Hospital bargaining unit Registered Nurses (RNs):

It is inclusive of all mandatory education required by United for the RNs, including Excellian training, and or quarterly self-learning packets. It is the interest of the employer and MNA to present education on a quarterly basis as a bundle.

All mandatory education will be vetted through the Nursing Practice Care Delivery Committee (NPCDC) for purposes of input on content and the agreement on the appropriate venue to offer the education(i.e.; Excellian, instructor led, or paper packet).

Contract language related to this agreement remains in effect:

2. Education Development: 2,c, (d) required education subsequent to employment:

The Nursing Support Coordinator (NSC) will be accountable to enroll each nurse for the designated mandatory learning. All Nurses will receive a letter in their unit mail box notifying them of the mandatory education and instructions for accessing SABA if education is on the computer system (Excellian). Additional notification will be sent to RNs with employer email access.

NSC's will schedule each nurse to a designated time and available computer on their unit or elsewhere that computers are available. The scheduling of time for the education will be as follows (in order of priority)

- 1) Scheduled into the nurses work agreement
- 2) Adjacent to their shift after discussion with manager
- 3) Scheduled during low need days
- 4) At the request of the RN may be completed at home with discussion with manager

Compensation for Mandatory Education: As per contract language listed above:

- 1) Education of three hours or greater will be completed within the nurses work agreement unless the nurse and the nurse manager agree on an alternative schedule.
- 2) Any educational activity with designated time of less than three hours will be completed within or adjacent to the nurses work agreement unless the nurse and the nurse manager agree on an alternative schedule.

The deadline for completion of each learning requirement is established as eight (8) weeks from the release date. A memo will be given as a reminder to complete within the specified time prior with the timeline of this eight (8) week deadline.

- If the nurse has not completed the education within the specified time prior to the eight (8) week deadline, the nurse will be placed on unpaid administrative leave until the education is complete.
- In the next scheduled shift the nurse will be required to complete the mandatory education and will be paid only for the designated time to complete the mandatory education and the 4 hour reporting pay will not apply or be paid.
- If the education is not completed on the next scheduled shift, this will be considered a performance issue and the disciplinary action maybe initiated.

In the event the staff is pulled from the education to complete patient care (i.e. high census and pulling the nurse back to the floor instead of education) the staff will be rescheduled within that eight (8) week timeframe.

Tracking and of education will occur through SABA, Managers or designees are accountable to ensure all staff are current with mandatory education and other competencies. Contract language that addresses the availability of CEUs will be applicable.

Additional Education will be offered as "Enrichment" on SABA e-learning as available. These would be CEU approved not mandatory and unpaid for with completion of this independent education.

Current process for determining pay for study, timing, and the cover page will continue through the SABA education experience. Jointly developed Key points from SABA will be offered as take aways from the education offering.

UNITED HOSPITAL

MINNESOTA NURSES ASSOCIATION

SIGNED
Jeff Wicklander
Vice President of Patient Care

SIGNED
Julia Stewart
Labor Relations Specialist

SIGNED
Jim McGlade
Director of Human Resources

SIGNED
Bernadine Engeldorf, RN
MNA Co-Chairperson

SIGNED
Barbara Forshier, RN
MNA Co-Chairperson

Letter of Understanding 2009 – ORIENTATION
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 30 minutes
Owatonna	Abbott / Commons / United	1 hour 15 minutes
Owatonna	Shakopee	1 hour
Owatonna	United	1 hour 15 minutes
Shakopee	Mercy - Unity	45 minutes
United	Mercy - Unity	35 minutes
Mercy - Unity	Shakopee	45 minutes
Unity - Mercy	Abbott /United (TC)	30 minutes

ALLINA HEALTH SYSTEM
SIGNED
Timothy Kohls
Director, Labor Relations

SIGNED
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 2009 – MANDATORY LOW NEED DAYS
BETWEEN
MINNESOTA NURSES ASSOCIATION
AND
UNITED HOSPITAL**

Expiration: Ongoing

Benefit Time for Low Need Days:

Nurses who are assigned a mandatory low need day will have the following options:

1. To use accrued vacation time for payment.
2. To use available personal holidays for payment.
3. To take "benefit no pay" time and not be paid for the day but still receive credit towards benefits.

Low Need Credit When Paid:

If a nurse is inappropriately cancelled but subsequently made whole (paid for the shift), will not receive credit as a mandatory low need day and will be subject to cancellation again.

UNITED HOSPITAL

MINNESOTA NURSES ASSOCIATION

By _____
Jeffrey Wicklander, R.N.
VP of Patient Care Services

By _____
Lonna-Jean Schmidt Nelson
Labor Relations Specialist

HEALTH AND SAFETY
MERCY AND UNITED ACTION PLAN SUMMARY—1998

A. HEALTH AND SAFETY

1. Pursue funding for research into emerging health care issues.
2. Strongly encourage allied staff and contracted services support use of safety devices and protective equipment to reduce hazards.
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 nurse's 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.

VACATION SCHEDULING
1998 UNITED LOCAL ACTION PLAN

Vacation Scheduling

1. Increase amount of benefit time replacement hired. SAC will periodically evaluate need on a unit-by-unit basis.
2. Hire summer temporary RNs in order to allow more permanent RNs off.
3. Conduct a feasibility study to assess the ability to guarantee all RNs some amount of summer vacation based on years of service. Implement if feasible.
4. Look at options to give senior nurses more weekend vacation. Implement as possible.

STAFFING AND SCHEDULING EDUCATION
1998 UNITED LOCAL ACTION PLAN

Staffing and Scheduling

1. Develop a process to provide required education for nurses working a permanent night shift.

BOTTLENECK AREA CLOSURE
Action Plan 2004

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. At United, similar reviews will occur with SDIU

RN UNIT PRACTICE COMMITTEES
Action Plan 2004

Nursing Practice Care Delivery Committee will develop the structure for RN unit practice committees. Each center will have a RN unit practice committee by January 31, 2005

APPROVAL OF FUNDS FOR NURSING RESEARCH
Action Plan 2004

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.

LETTER OF UNDERSTANDING

between

UNITED HOSPITAL

and

MINNESOTA NURSES ASSOCIATION

Subject: Transition of Current Nursing Staff to Peri-Op within the Day Surgery Center

This is a non-precedent setting agreement between MNA and United Hospital regarding the transition to a Peri-Operative model in the Day Surgery Center at United Hospital and applies to all nurses who are not currently trained as Peri-Operative nurses in the Day Surgery Center.

- 1 Nurses who are not currently cross-trained to PACU will take an assessment test to determine who is eligible to cross-train to Peri-Op. Nurses who do not attain a passing score on the assessment test will not be eligible to cross-train. The test must be completed no later than January 17, 2014.
- 2 Nurses who are not eligible to cross-train due to not successfully completing the testing by January 17, 2014 or who elect not to cross-train by January 17, 2014 would be considered to be laid off from their current position as of (DATE) and would have all contractual rights associated with layoff as outlined in Section 14 (Temporary Staffing Adjustments, Low Need Days and Lay Off), including the right to bump less senior PACU-only and Pre-Op only nurses in the main pre-op and PACU. Affected nurses would have the right to bump less senior nurses for which they are reasonably qualified. The term "reasonably qualified" means the ability to perform the duties of the position within a reasonable period of orientation, or training not to exceed four (4) weeks.
- 3 The above paragraph notwithstanding, in the event that any Pre-Op only nurse in the main pre-op area is bumped as described in the prior paragraph, each such bumped nurse will be eligible to bump into a peri-operative position held by a less senior nurse and receive cross-training to peri-op provided the nurse successfully passes the assessment test referenced in item #1 of this document. In the event the nurse does not successfully pass the assessment test, he or she will retain all other layoff and bumping rights as outlined in Section 14 (Temporary Staffing Adjustments, Low Need Days and Lay Off).
- 4 Nurses who are eligible and elect to cross-train to peri-op from pre-op only will be provided cross-training based on DSC-specific competencies. The orientation period for such cross-training is expected to be approximately twelve (12) weeks; however, the expected orientation period may be modified by mutual agreement of the parties.

- 5 Cross-training will be accomplished by first training volunteers, and then in reverse order of seniority.
- 6 Nurses who anticipate retiring within one to two years of the time they are scheduled to begin cross-training may be exempted from cross-training. Nurses must document their request and submit their request along with the specific retirement date to their leader. Consideration for such exemption will be handled case-by-case based on the needs of the department at the time as determined by the hospital.
- 7 Nurses who are unable to successfully cross-train will be given preference for vacant positions elsewhere in the bargaining unit for which they are qualified, or could be trained within 4 weeks' time. They will not have bumping rights or other layoff rights.
- 8 In the event that additional reductions are needed in the Day Surgery center among nurses working in the peri-operative arena (Pre-Op, PACU and Phase II) of the Day Surgery Center, these reductions will be accomplished as outlined in Section 14 (Temporary Staffing Adjustments, Low Need Days and Lay Off), including that nurses will be laid off in reverse order of seniority.

**ALLINA HEALTH & UNITED
ASSOCIATION
HOSPITAL**

By *[Signature]*

Its Vice President, Operations

Dated 1/10/14

By *[Signature]*

Its Vice President, Patient Care

Dated 1/10/14

By *[Signature]*

Its Director, Human Resources

Dated 1/10/14

MINNESOTA NURSES

By *[Signature]*

Its MNA Co Chair

Dated 1/10/2014

By *[Signature]*

Its MNA Co-Chair

Dated 1/10/2014

By *[Signature]*

Its Labor Relations Specialist

Dated 1/10/2014

ALLINA HEALTH LABOR RELATIONS

By *FEV*

Its Director, Labor Relations

Dated 01-13-2014

LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a United Hospital and

Minnesota Nurses Association

SUBJECT: Floating, Mandatory Low Need Days, and Reductions

The Minnesota Nurses Association represents a bargaining unit of registered nurses at United Hospital. As a result of discussion between the parties regarding Third and Fourth Floor telemetry units in the Nasseff Heart Hospital and other matters at the Hospital, the Hospital and the Union have agreed as follows:

- A. Floating Groups: Units 3300, 3400, 3500, and 4400/4940 will become a single primary floating group. (This provision will sunset on May 31, 2010.)
- B. Benefit Time for Low Need Days: Nurses who are assigned a mandatory low need day will have the following options:
 - 1. To use accrued vacation time for payment.
 - 2. To use available personal holidays for payment.
 - 3. To take "benefit no pay" time and not be paid for the day but still receive credit towards benefits.
- C. Low Need Credit When Paid: If a nurse is inappropriately cancelled, but subsequently made "whole" (paid for the shift), will not receive credit as a mandatory low need day and will be subject to cancellation again.
- D. No Fourth Floor Telemetry Unit Reductions: The Fourth Floor telemetry unit will not reduce the number of nurses on that unit during the round of layoffs in May and June 2009.

ALLINA HEALTH & UNITED
ASSOCIATION
HOSPITAL

MINNESOTA NURSES

By *Jeff Woodlark*
Its _____
Dated 5/16/09

By *Jeanette Best*
Its *John Peterson*
Dated 5-16-09

ALLINA LABOR RELATIONS

By _____
Its _____
Dated _____

Lucy Zetterman RN
United MNA CO-chair
5-16-09

Marie Skuwa RN
United MNA CO-chair
5-16-09

EXHIBIT A

LETTER OF UNDERSTANDING

between

UNITED HOSPITAL

and

MINNESOTA NURSES ASSOCIATION

Subject: Assistant Clinical Manager Agreement

Scope:

- In addition to the definition of "assistant head nurse" within the contract, the Assistant Clinical Managers, or ACMs will be accountable for assisting the hospital in achieving specific objectives related to patient care quality, patient experience and staffing management measures. The specific objectives for each nursing unit will be developed by the hospital in consultation with the ACM(s) for that unit. The parties recognize and agree that ACMs are not solely responsible for achieving these objectives and that their ability to effectively assist in achieving these objectives may be limited by factors or individuals outside the control of the ACM. ACMs will not be held accountable for failure to effectively assist in meeting objectives when the failure is due to circumstances or factors outside the control of the ACM.
- The regularly scheduled office days for ACMs will be eliminated. However, ACMs will be provided office time as needed to complete projects assigned by the hospital.

ACM Performance Measurement and Evaluation Criteria:

- The performance of an ACM will be measured based on Quality and Patient Experience Metrics, Staffing Management, and Leadership Competencies. The Quality and Patient Experience Metrics, Staffing Management initiatives and Leadership Competencies are attached as Exhibit B and will be provided in writing to each ACM upon execution of this agreement, and to any nurses hired into an ACM position upon hire.

ACM Responsibilities:

- Be involved in the house-wide committee of assigned quality metrics
- Bring education to the staff at a unit level
- Implement tactics to improve performance on the unit

- Be aware of the current metrics and ensure performance and measurement to goal is communicated to staff

In the event the Manager/Leader believes an ACM is not showing leadership, engagement and active work on the quality and patient experience initiatives and staffing management efforts, the hospital will first meet with the ACM and an MNA representative to reinforce expectations and evaluate whether there are barriers or factors beyond the ACM's control preventing achievement of objectives. The goal of the discussion will be to address barriers and provide resources and tools necessary for the ACM to be successful in the role, which may include adjusting the objectives for which the ACM is accountable. If after being given reasonable time to demonstrate ability to effectively assist in achieving objectives, the ACM continues to be unable to demonstrate leadership, engagement and active work on the quality and patient experience initiatives and staffing management efforts, the ACM may be removed from the role. MNA reserves the right to grieve such removal. Removal for not meeting care and service objectives will not be disciplinary in nature, nor will any ACM be disciplined for failure to meet the objectives of the ACM role. RNs who are removed from or voluntarily relinquish the ACM role will move to the equivalent step on the staff nurse salary chart. However, such nurses will maintain their existing assignment of shift, FTE and unit.

Hiring Process:

MNA nurses will be given opportunity to have input into the selection of ACMs, and the employer will consider criteria and feedback from such nurses, MNA representatives and other appropriate stakeholders when making final hire decisions. However, the employer is solely responsible for making final hire decisions.

LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a United Hospital

and

Minnesota Nurses Association

SUBJECT: Gift Card in lieu of Meal Vouchers

For the purposes of process improvement, the MNA and United Hospital leadership agree to pilot the use of gift cards in lieu of meal vouchers as identified in section 10. Sick Leave (e) (2) (b).

As a part of this agreement, the gift card will not be considered Hospital property as identified section 35. Breakage and Loss. As a result, employees will be responsible for any cost associated with replacement of the gift card in the event that it is lost.

The pilot will be reassessed in November 2012.

Glenda Carney 1/30/12
MNA Co-Chair Date

James P. McHale 1.30.12
Director of Human Resources Date

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

and

Minnesota Nurses Association

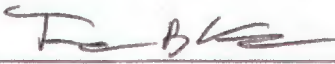
SUBJECT: Health Insurance Committee

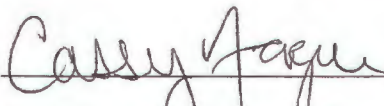
A Health Insurance Committee shall be created that will meet at least four (4) times per year. The purposes of this committee will be to review health insurance information, costs, benefit designs, administration issues, and trends. The committee shall have equal participation of management and labor, 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

MINNESOTA NURSES ASSOCIATION

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

By 
Its Labor Relation Specialist
Dated 1/18/17

United 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:

UNITED HOSPITAL

By *Janice P. McElhede*
Its *VP, Human Resources*
Dated *2/3/17*

MINNESOTA NURSES ASSOCIATION

By *Cassidy J. Jagan*
Its *Labor Relation Specialist*
Dated *1/18/17*

ALLINA HEALTH LABOR RELATIONS

By *T. B. [Signature]*
Its *VP, Labor Relations*
Dated *02-01-2017*

**LETTER OF UNDERSTANDING
between
UNITED HOSPITAL/ALLINA HEALTH
and
MINNESOTA NURSES ASSOCIATION**

Subject: Call Backs and Guarantee Period

During the term of the 2016-19 Collective Bargaining Agreement, the parties agreed to the following Letter of Understanding regarding scheduling and pay practices in Surgical Services, including PACU and Same Day:

For Surgical Services only (including PACU and Same Day) and with respect to nurses who are on-call immediately prior to a regularly scheduled shift, the following practice will be applied to assure proper pay for call, for call-in from call, and for the regularly scheduled shift worked:

Where:

1. A nurse is scheduled to be and is on-call and is scheduled to work a regular shift at the conclusion of the call shift; and
2. The nurse is called in from on-call less than four hours before the start of the regular shift; and
3. The nurse works continuously from the call back through the nurse's regular shift,

Then:

The nurse should swipe the "call-in" work rule in KRONOS for the period of call back. At the start of the regular shift, the approver/process will use the "new shift override" function in KRONOS to start the regular shift.

The nurse must use this process to receive the 4-hour guarantee for the call-back period. If the nurse does not use this process, the nurse will not

receive the 4-hour guarantee, but will be paid for hours actually worked. The nurse must check her/his time card on-line to verify correct entry prior to the pay period end.

If the Hospital implements a new timekeeping system, the Hospital will notify the bargaining unit nurses of any new procedure required to receive the 4-hour guarantee in the situation described above.

LETTER OF UNDERSTANDING
between
UNITED HOSPITAL/ALLINA HEALTH
and
MINNESOTA NURSES ASSOCIATION

Subject: Payment of On Call Pay When Four (4) Hour Minimum Guarantee is Paid

During the term of the 2016-19 Collective Bargaining Agreement, the parties agreed to the following Letter of Understanding regarding call pay practices in PACU and GI:

For PACU and GI only and with respect to nurses who are called in from call and receive the minimum call-in guarantee, the following practice will be applied to assure proper pay for call, for call-in from call, and four (4) hour guarantee:

Where:

1. A nurse is scheduled to be and is on-call; and
2. The nurse is called in from on-call and works less than four hours,

Then:

Call pay ends when the nurse swipes in for the call-in, and ends when the nurse swipes out and leaves, at which point call-pay resumes.

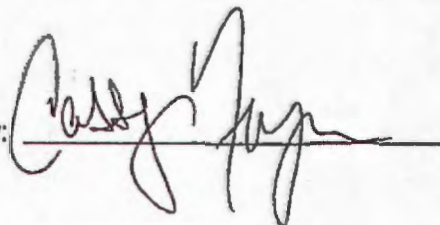
Example:

Nurse is on call from 7:00 a.m. to 7:00 p.m.:

- a. Nurse is called while on call, arrives and works from 9:30 a.m. to 11:30 a.m. Time card/pay reflects the following:
 - a. 2.5 hours of call pay (7:00 a.m. to 9:30 a.m.)
 - b. 2 hour of regular pay (9:30 a.m. to 11:30 a.m.)
 - c. 2 hours minimum guarantee pay
 - d. 7.5 hours of call pay (11:30 to 7:00 p.m.)

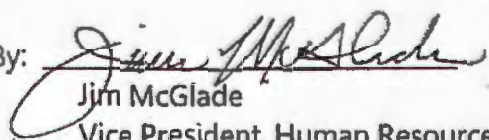
MINNESOTA NURSES ASSOCIATION

Dated: 3/23, 2018.

By: 

UNITED HOSPITAL/ALLINA HEALTH

Dated: 4/9, 2018.

By: 
Jim McGlade
Vice President, Human Resources