

Children's Minnesota | Minnesota Nurses Association  
2019 Contract Negotiations

Employer's Initial Proposals  
March 27, 2019

Children's Minnesota desires to reach agreement on a new collective bargaining agreement that is reasonable and fair, and good for our patients, the nurses, and our hospitals.

Following are Children's Minnesota's Initial Proposals in these negotiations.

1. **Appendix B – Recognized Certification Programs [Mpls pages 85-86 | St. Paul pages 83-84].** Appendix B to the collective bargaining agreement contains the list of recognized certification programs. This list in Appendix B has not been updated in years. Children's proposes to update Appendix B in the following manner.
  - For purposes of the \$450 certification bonus, starting with the June 1, 2020, certification bonus payments, *exclusively* use the ANCC list of certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT). As of March 27, 2019, there are approximately 350 certifications on this list. [<https://www.nursingworld.org/organizational-programs/magnet/accepted-certifications.>] For the June 1, 2019, certification bonus payments, a nurse may qualify by holding *either* (a) a recognized certification currently (as of March 27, 2019) identified in Appendix B, *or* (a) a certification identified on the ANCC list.
  - Effective June 1, 2019, a nurse may not use educational monies towards obtaining or renewing a certification, unless that certification is on the ANCC list.
2. **Minneapolis Article 5(a) & (b) (page 21) | St. Paul Article 4(k)(1) & (2) (page 18) – On-call Rates of Pay.** Children's proposes to update the contract language to maintain the off-premise on-call rate at the current rate of \$11.15/hour. Children's proposes to update the language to maintain the on-premise on-call rate at the current rate of \$15.09/hour.
3. **Minneapolis Article 9(a)(2) [page 34] | St. Paul Article 8(a)(2) [page 36] – Flex Time Maximum Balance.** Children's proposes to update the contract language to include a cap (or maximum balance) on the amount of total flex time that a nurse can accrue and maintain in their flex time bank. If a nurse reaches that maximum balance, then the nurse does not accrue any additional flex time hours until the nurse uses some of the flex time in the nurse's bank. The purpose of flex time is for a nurse to take paid time off work in order to take vacation, participate in activities or events with friends and family, be able to devote time to personal interests and pursuits, rejuvenate away from work, etc. A maximum balance on flex time accrual is a means to encourage nurses to use the flex time that they have earned, and thereby promote the entire purpose for having flex time as a benefit. Children's proposes that the maximum balance for flex time shall be as follows: Effective 6/1/19–320 hours | Effective 6/1/20–240 hours | Effective 6/1/21–160 hours.
4. **Minneapolis Article 9(a)(4) [pages 34-35] | St. Paul Article 8(a)(4) [pages 36-37] – Summer Deferral Bonus.** The Summer season in Minnesota is short, and as noted above, Children's desires for the nurses to use the paid time that they have earned. It is not

necessary to have in place a program that is aimed at encouraging nurses to not use their flex time during the summer months. Children's, therefore, proposes to discontinue the summer deferral bonus program.

5. **Mpls Article 14(d) [pages 48-49] | St. Paul Article 12(c) [pages 47-48] – Mandatory Low Need Days.** Children's proposes to remove the special exemptions that carve-out certain RNs from ever needing to take a mandatory low need day. Children's believes that it is fair and equitable for all RNs covered by the contract to qualify for low need days, rather than have all mandatory low need days be taken by just a portion of the nurses.

Children's proposes to update the language to state that a nurse being assigned a mandatory low need day will be given a minimum of one hour advance notice before the beginning of the shift. This would permit the Hospital to identify staffing needs on the basis of more current information, including sick calls and changes in patient census, both of which can and do change staffing needs after the current point for determining whether to low need staff.

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

6. **Minneapolis Article 16(c) [pages 54-55] | St. Paul Article 14(c) [page 52] – Transfers.** Add language stating that an RN shall hold a position on that patient care unit for two years before qualifying for a posted position on a different unit, unless the Hospital waives the disqualification. It is not efficient, productive, or in the interests of patient care to have a nurse leave their unit or department shortly after significant time, effort, and resources had been devoted to getting them prepared to work there independently.
7. **Mpls Article 29(a) [page 73] | St. Paul Article 23(A) [page 62] – Dues Check-Off.** For purposes of clarification only, modernize the dues check-off language to confirm the historical rule that the Employer's obligation to deduct union dues and fees, and forward those funds to the Union, automatically ceases at the expiration of the collective bargaining agreement, without the Hospital needing to run through any additional procedural hoops.
8. **New Section – Assessment Period.** Add a new section to the contract, stating that there will be an assessment period of 180 calendar days for newly-employed nurses (with any absences of longer than two consecutive weeks not counting towards the 180 calendar days), and including the customary language that an nurse may be terminated from employment for any reason during the assessment period without recourse to the grievance-arbitration procedure. It is beneficial for patients, nurses, other members of the care team, and the Hospital to include language recognizing that, occasionally, a new hire may not be suited to working in this environment.
9. **Contract clean-up – Outdated / obsolete LOUs appended to the contracts.** The following Letters of Understanding (LOUs) at the back of the contracts are outdated and/or obsolete. Children's believes that these LOUs should not be appended to the new contract.
  - 9.1. **Mpls LOU V [page 92] | St. Paul LOU VII [page 99] – Access Steering Committee.** This obsolete 2001 LOU states that an MNA-represented nurse should be on the Access Steering Committee. The Accessing Steering Committee has not existed for a number of years.

- 9.2. **Mpls LOU VI [page 93] | St. Paul LOU VIII [page 100] – Smoke-Free Workplace Policy.** This LOU was created in 2004 (15 years ago) as part of the rollout of a new Smoke-Free Workplace Policy. This outmoded LOU is from a bygone area as far as smoking on hospital campuses is concerned.
- 9.3. **Minneapolis 2004—2007 Action Plans [pages 109-110] | St. Paul 2004—2007 Action Plans [pages 114-116].** This outdated LOU identified action plans to be worked-on during the 2004-2007 contract. That period has long since passed.
- 9.4. **St. Paul LOU III [page 94] – Seniority-Shared Services and Transfers.** This LOU, originally from 1995, addressed Shared Services nurses between Children's and United. This LOU no longer has any applicability or relevance.

Children's proposes such other changes to the contracts as are necessary to conform the contracts to the above proposals.

Children's reserves the right to remove, modify, and add proposals, etc., during the negotiations with the aim of reaching a contract settlement.