



Minnesota Nurses Association

Proposal to

Allina Health System

2019 Contract Negotiations

March 15, 2019 at 3:00pm

MINNESOTA NURSES ASSOCIATION

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Note about the LOU regarding conformity: Articles and Sections for each contract are not noted in the following MNA proposal due to subject variations within each CBA. It is the Union's intent that only the agreed upon language changes be placed in the respective section of the CBA. Unmodified language cited in this proposal is intended only to assist in location of the language being modified.

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**Minnesota Nurses Association
proposals to
Allina Health System**

**March 15, 2019
3 p.m.**

ML UNION PROPOSAL #1

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Tuition Reimbursement:

The hospital shall pay the nurse minimum reimbursement in the amount of one hundred percent (100%) of tuition and required fees and books up to ~~five~~three thousand ~~five hundred~~ dollars (~~\$5,000.00~~3500.00) per year for educational course work at an accredited institution under the following circumstances:

- ~~1. The Director of Nursing or designee must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.~~

ML UNION PROPOSAL #2

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Workshops, Courses, Seminars and Other Educational Programs

A nurse may use ~~up to seven hundred and fifty dollars (\$750.00) per year, paid at~~ one-hundred percent (100%) of the amount provided in this Section for materials, attendance and travel expenses toward attendance at workshops, courses, seminars and other types of educational programs that are:

1. part of a plan to prepare the nurse for a second clinical service. The nature of the program shall be determined by agreement between the nurse and the hospital, taking into account the hospital's needs and the nurse's interest. Nurses participating in such program shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, seminar or educational program. Nurses so participating shall be given preference in floating to the secondary clinical area and agree to float to such area as needed.

Participation in the program shall be voluntary and completed on the nurse's own time. The provisions of this subsection shall be applicable only to nurses regularly working at least thirty-two (32) hours per two (2) week pay period at the time of the agreement between the nurse and the hospital, or

5. clinical materials (for example, resource books, guides, tapes, videos) required by or related to workshops, courses, seminars and other educational programs (including on-line and independent study programs that provide nursing CEUs) will be covered under this benefit as approved by the unit manager.

ML UNION PROPOSAL #3

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Required Education Subsequent to Employment:

4. Mandatory meetings and required education will be offered or made accessible to the registered nurse during or adjacent to the nurse's scheduled work shift. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used. If mandatory education is provided off of the hospital premises, the nurse will be reimbursed for mileage at current IRS reimbursement rate, for parking, and will be compensated for all travel time between the hospital and the location of the required education.

ML UNION PROPOSAL #4

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Required Education Subsequent to Employment:

5. Study Time:

Definition: Time spent outside the regular class time that is required to successfully complete the required activity.

When there is a mandatory educational activity which requires a certain amount of preparation outside of the course or for a mandatory self-learning packet that is required and is completed outside of work time, the employer is accountable to pay for that study time. If the employee cannot be competent without some outside work, the employer is accountable to pay for study time. All required certifications will be applicable to this section.

Courses which have pre-determined study time attached will include directions as to maximum amounts of study time to be paid and how to code study time for pay purposes. Study Time will be paid in the pay period in which the class occurred and all overtime, if applicable, would be paid.

ML UNION PROPOSAL #5

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Orientation:

4. A nurse shall not be placed in any charge nurse position until the nurse has completed all classroom training and has demonstrated the competencies which have been specified for that charge nurse. The charge nurse must be competent in the departments' specific skills; and have ongoing maintenance of these skills and be knowledgeable of available resources for the department.

New Registered Nurse Orientation Program:

The parties agree that registered nurses who are in the first year of licensure or registered nurses with less than one (1) year of acute care experience or registered nurses who are ~~foreign born and~~ foreign educated with minimal U.S. nursing experience shall be eligible for the following orientation program:

- a. An individualized orientation program will include assessment of skills base and learning style for a minimum of ~~eight weeks—forty (40) clinical shifts.~~ The orientation period may be increased or decreased by mutual agreement between the orientee, the preceptor, and the manager/designee. The individualized orientation program shall include meetings every two weeks to discuss and identify opportunities for learning and to provide timely feedback on progress.
- b. Every effort will be made to schedule the orientee with no more than three (3) preceptors. (Exceptions may need to be identified.) The orientee will follow a preceptor's schedule where possible.

If a nurse has more than three (3) preceptors during their orientation period, the Union will be given notice. If none of the initial three (3) preceptors are not available during an orientee's scheduled shift, that shift will not count toward a nurses' forty (40) orientation shifts. A meeting will be held with the orientee, the preceptor, manager and the union representative to determine the impact of such exception. Unit exceptions to this provision shall be made by mutual agreement between the Hospital and the Union.

ML UNION PROPOSAL #6

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

EDUCATIONAL DEVELOPMENT:

Preceptor Program:

The designated preceptor role shall be voluntary, posted on an individual unit, with a minimum of a two (2) year commitment. The position shall be available to nurses on a specific unit who are currently practicing as registered nurses at the bedside. The compensation for this role shall include ~~four~~two dollars (\$~~4.00~~~~2.00~~) per hour. A nurse who is working in the role of both preceptor and charge nurse will be eligible for both differentials.

Preceptors shall be eligible for this compensation ~~only~~ when providing orientation to an RN orientee, student, intern or capstone. (excluding others such as students and interns). Paid training programs on teaching and preceptor training will be provided prior to the role starting and on an on-going basis to the core group of preceptors on each unit. Registered nurses who may fill in for the preceptor but who are not in the dedicated role shall ~~only~~ be eligible for the compensation ~~if for~~ all hours worked in which they assume the duties of the preceptor, whether they have taken the preceptor training course or not. ~~for a specified period of time greater than one week.~~

ML UNION PROPOSAL #7

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

New Language replace existing Language:

HOURS:

Breaks:

- 1) Managers of each department are responsible for ensuring that nurses are relieved from duty for a 15-minute rest period for every four hours of work and for a 30-minute meal break each shift. In no case shall such mechanism result in a violation of the staffing levels provided for in the department or unit's nursing grid. The intent of rest periods is they are reasonably close to the middle of a four-hour block or work and the intent of meal periods is they are reasonably close to the middle of a shift, unless a nurse desires a different time. Mechanisms available to management to assure breaks may include, but not be limited to, utilizing break nurses.
- 2) The RN shall record a missed meal or rest break by making either an appropriate electronic entry or using a variance form. Management approval shall not be required in order for a nurse to record or be paid for a missed meal or rest period.
- 3) Paychecks given to RNs will reflect payment for missed meal or rest breaks on a separate category on the paycheck.
- 4) In the rare case that a rest break is missed, the missed rest break shall be treated as hours worked and will be compensated at the rate of 15 minutes of double time.
- 5) In the rare case that a meal break is missed, the missed meal break shall be treated as hours worked and will be compensated at the rate of 30 minutes of double time.
- 6) Nurses will take breaks when they are afforded the opportunity to under their specific unit/department break plan, so long as doing would not jeopardize patient safety, as determined by the nurse's professional judgment.
- 7) Management will not tolerate any retaliation of any kind of a Nurse who requests relief to take a rest period or records a missed rest or meal period. Management will promptly investigate any accusation of retaliation against a RN for requesting relief or recording a missed break and take corrective action to ensure that retaliation does not reoccur. In accordance with principles of a culture of safety, in no case shall Management discipline or counsel a Nurse for recording a missed rest period, requesting relief, or incurring incidental overtime. If at any time during the investigation there is a need to speak with a nurse regarding retaliation for taking a break, the nurse shall have MNA representation for any and all conversations. There will be no use of electronic monitoring or surveillance to enforce break plans.

8) Management will track and provide MNA department-level data on missed meal and rest breaks on a monthly basis. The union and management shall review this data monthly. If a unit/department has more than 5% breaks missed the following steps will be initiated:

- a. Break nurses will be assigned to this unit so nurses can be relieved for their 15 rest minute breaks and their 30-minute meal break.
- b. A grid review will be automatically initiated within thirty (30) days to evaluate the break plans
- c. A new break plan shall be implemented immediately to ensure nurses receive their breaks.

9) Additional staff resources provided to any shift shall not result in the reduction of support staff levels or the reduction of staffing on other shifts.

ML UNION PROPOSAL #8

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

HOURS:

Bonus for Extra Unscheduled Weekend Shifts:

All full-time and regularly scheduled part-time nurses ~~who work more weekend shifts than the alternate weekends as authorized under Section "Hours," Subsection Scheduling, of this Contract Agreement~~ shall be paid an additional one hundred dollars (\$100.00) for each four (4) hours worked on a full non-scheduled weekend shift, ~~on call or extra shifts~~. The provisions of this section shall apply to all shifts worked between 3:00 p.m. Friday and 7:30 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours. ~~This bonus will not be paid if an ill call occurs within the pay period for which the bonus is in effect for.~~

ML UNION PROPOSAL #9

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

HOURS:

Staffing Crisis Bonus

The Employer and the Union recognize that ensuring all shifts are filled will help avoid unsafe staffing situations. Accordingly, the Hospital will offer capacity pay (triple time, in addition to any otherwise applicable premiums and differentials, for a minimum of four (4) hours) for any shifts that are not filled at least twenty-four (24) hours prior to the start of the shift. Hours will be awarded per the current staffing and scheduling agreements or guidelines. If the shift is still not filled within four (4) hours prior to the start of the shift, the following will be implemented:

1. As soon as unstable patients are stabilized, the patient will be transferred to another unit or facility, and;
2. Stable patients and or family members shall be offered the option of being transferred to another unit or facility. These shall continue until such time the Charge Nurse informs the supervisor that it is safe to re-open the unit.

Units excluding the Emergency Department, Obstetrical. Units will be automatically closed to admissions or transfers until such time as the Charge Nurse informs the supervisor is that it is safe to re-open the unit.

For Emergency Department and Obstetrical Units the following will apply:

1. The ED and OB will go on divert and the units will be closed until such time as the Charge Nurse informs the supervisor that it is safe to re-open the unit.
2. As soon as unstable patients are stabilized, the patient will be transferred to another unit or facility, and;
3. Stable patients and or family members shall be offered the option of being transferred to another unit or facility. These shall continue until such time the Charge Nurse informs the supervisor that it is safe to re-open the unit.

ML UNION PROPOSAL #10

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

A. Salary and Increments:

1. The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) to become effective with the pay period beginning closest to June 1, 2019, June 1, 2020, and June 1, 2021, shall be shown on the Salary Charts.

ML UNION PROPOSAL #11

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Relieving a Head Nurse/ Any Non-Contract Position:

When a staff nurse performs the duties of a head nurse/supervisor, ~~she or he the nurse~~ shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift of work consisting of at least eight (8) hours of work. However, under no circumstance should this temporary assignment last longer than six (6) months and while serving in this capacity, the temporary manager/supervisor will not administer discipline or evaluate staff.

ML UNION PROPOSAL #12

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Charge Differential:

A nurse recognized by the hospital to be acting in an authorized charge capacity ~~on any shift of work for at least four (4) hours~~ shall be paid an additional four dollars (~~\$4.00~~~~2.00~~) per hour for all hours worked in that capacity.

ML UNION PROPOSAL #13

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Preceptor Differential:

1. In accordance with Section 2 G, "Preceptor Program," a nurse who serves in the role of preceptor shall be paid ~~four~~two dollars (~~\$4.00~~~~2.00~~) per hour in addition to the regular rate of pay for all designated hours as preceptor hours.
- ~~2.~~ Registered nurses who may fill in for the preceptor but who are not in the dedicated role shall ~~only~~ be eligible for the compensation if they assume the duties of the preceptor whether they have taken the preceptor training course or not. ~~for a minimum of four days in a week (Monday — Sunday).~~

ML UNION PROPOSAL #14

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Shift Differential:

1. Day/Evening Shift Differential or Day/Night Shift Differential:
Nurses rotating to the evening shift shall be paid shift differential at the rate of ~~three~~ one dollars and twenty-five cents (~~\$3.25~~4.25) per hour. Nurses rotating to the night shift shall be paid shift differential at the rate of ~~four~~ two dollars (~~\$4.00~~2.00) four dollars per hour.

~~No premium will be paid for any eight (8) hour shift ending at or before 7:00 p.m.~~

ML UNION PROPOSAL #15

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Shift Differential:

2. Straight Evening Shift Differential:
Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid shift differential of ~~four~~two dollars and fifty cents (~~\$4.50~~2.50) per hour.

ML UNION PROPOSAL #16

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Shift Differential:

3. Straight Night Differential or Evening/Night Shift Differential:
Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid shift differential of ~~sixfour~~ dollars per hour (\$~~6.004.00~~). Nurses who work an evening/night shift rotation with at least fifty percent (50%) worked on the night shift shall be paid shift differential of ~~sixfour~~ dollars (\$~~6.004.00~~) per hour.

ML UNION PROPOSAL #17

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Float Pool Differential:

A nurse who is hired or transfers into a regularly scheduled position in the float pool or as a Resource will be paid two-four dollars(\$4.00) ~~\$2.00~~ per hour for each compensated hour in addition to the regular hourly rate.

ML UNION PROPOSAL #18

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Weekend Premium:

A nurse shall receive premium pay at the rate of ~~threene~~ three dollars and twenty-five cents (~~\$3.254.25~~) per hour for each hour worked between 3:00 p.m. Friday and 7:30 a.m. Monday.

ML UNION PROPOSAL #19

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

Floating Out of the Community (Abbott)/Companion Unit (Mercy)/Primary Unit (United/Unity)

~~Effective June 1, 2005,~~ Nurses required or who volunteer to float out of their identified community shall be paid at the rate of ~~two~~ ~~dollars~~ (~~\$2.00~~) two dollars (\$2.00) per hour in addition to the regular rate of pay for all hours in which the nurse is floating.

ML UNION PROPOSAL #20

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

ON-CALL DUTY:

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall have their weekend call schedules posted encompassing a period of six (6) months.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty. Nurses that are called in who work past midnight and are scheduled to work the following day will have the option of being released from partial or full scheduled work shift based on nurse fatigue.

ML UNION PROPOSAL #21

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

ON-CALL DUTY:

On-call duty shall be compensated as follows:

A. Off-Premises On-Call Pay:

The hourly rate for off-premises on-call pay is one hundred ten percent (110%) of the state, or federal, Minneapolis or St. Paul minimum wages, whichever is higher, plus thirty cents (30¢) for on-call duty performed off the hospital premises. She/he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

If a nurse is called to work while on-call off premises, she/he will be guaranteed not less than four (4) hours pay. Such four (4) hours shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay. ~~to the extent that the total of hours worked and guaranteed exceed eight (8) hours in one (1) day or eighty (80) hours in a payroll period.~~

ML UNION PROPOSAL #22

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

ON-CALL DUTY:

On-Premises On-Call Pay:

Nurses who are required to remain on hospital premises during on-call duty shall be paid an hourly rate of one hundred and fifty percent (150%) of the state, or federal, Minneapolis or St. Paul minimum wages, whichever is higher, plus thirty cents (30¢). She/he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call hours shall be paid at the rate of one and one-half (1½) times the on-call rate, ~~to the extent that the total hours worked by a nurse during a two (2) week period, including on-call hours, exceeds eighty (80).~~

If the nurse is called to work during this time, all hours worked and guaranteed shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay. She/he will be paid as provided in "Hours" and "Salary." If a nurse is called to work while on-call on-premise, she or he will be guaranteed not less than four (4) hours pay at the rate of one and one-half (1 ½) times the on-call rate.

ML UNION PROPOSAL #23

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

SALARY:

ON-CALL DUTY:

Holiday On-Call Pay:

Nurses on-call, either on- or off-premise, on any of the recognized holidays. shall receive an additional one dollar (\$1.00) ~~fifty cents (50¢)~~ per hour above the applicable on-call rate.

ML UNION PROPOSAL #24

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

New Language to be added to On-Call Duty at the end of the section:

SALARY:

ON-CALL DUTY:

- E. Nurses who pick up extra call hours on a weekend shall receive a bonus of one hundred (\$100) dollars for each extra call shift pick up.
- F. A nurse who is on call adjacent to their scheduled shift and is required to stay beyond their regular hours shall be guaranteed a minimum of four (4) hours pay.

ML UNION PROPOSAL #25

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

PART-TIME NURSES:

Per Diem Program:

1. An hourly rate of \$49 for day shift, \$51 for evening shift, \$53 for night shift, and \$55 for all weekend shifts (Friday 3:00 p.m. through Monday 7:30 a.m.) will be paid. ~~No~~ Shift differential and/or weekend premium will be paid. No weekend or extra shift bonuses or premiums will be paid. If per diem staff are requested to assume charge responsibility, the applicable premium will be paid. All yearly negotiated across the board increases shall be applied to the base rate in this section.

ML UNION PROPOSAL #26

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

HOLIDAYS:

A. Paid Holidays:

Nurses will be granted the following six (6) holidays with pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Full-time nurses shall be provided with three (3) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the hospital. The holiday shall be determined for a nurse that works a shift of eight (8) hours to be the twenty-four (24) hour period commencing at 11:00 p.m. on the night shift preceding the holiday and ending at 11:30 p.m. the night of the holiday, excluding Christmas and New Year's holidays. A nurse who works a flexible schedule (10/12-hour shift) shall have the holiday be determined by the twenty-eight (28) hour period commencing at 7:00 p.m. on the night shift preceding the holiday and ending at 11:30 p.m. the night of the holiday, excluding Christmas and New Year's holidays.

ML UNION PROPOSAL #27

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

10. LEAVE WITH PAY FOR ILLNESS/INJURY:

A. Sick Leave Accumulation:

Nurses will be entitled to sick leave with pay for personal illness. not to exceed the accumulated amount. Sick leave will be earned and accumulated at the rate of one (1) day for every month the nurse is continuously employed. until ninety (90) days of sick leave have been earned and accumulated. The accrual rate is one (1) day for every 173.3 hours the nurse is continuously employed. So long as a nurse has ninety (90) days of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of ninety (90) days of accumulated and unused sick leave. Nurses who have accrued the maximum sick leave of seven hundred and twenty (720) hours will have any additional sick leave hours earned converted at a ratio of twenty-four (24) hours of sick time to ~~twenty-four~~ (24) hours of vacation time. An automatic conversion will occur when 24 hours of sick leave would have accrued over the seven hundred and twenty (720) maximum. Those twenty-four (24) hours will convert to eight hours of vacation which will be added to the employee's vacation balance.

B. Verification of Illness:

The hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required. A nurse shall not be required to explain an illness at the time sick call-in is made, nor will they be denied usage of Sick Time for not expressly stating that they are sick. Such explanation may be required at a later time based on a review of a pattern of sick leave use. ~~Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital.~~—No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

ML UNION PROPOSAL #28

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

LEAVE WITH PAY FOR ILLNESS/INJURY:

F. Sick Time Payout on Retirement:

At the time of retirement, a nurse will receive a cash payout of the nurse's sick leave balance above ~~two~~^{four} hundred (~~200~~⁴⁰⁰) hours.

ML UNION PROPOSAL #29

all Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read

Physical Violence and Verbal Abuse:

The Hospital and Association recognize the effects traumatic events of violence directed at staff have and the obligation of the Employer to provide a safe and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events occur, the Hospital and Union agree to the following commitments.

A. Preventive Efforts

- Each facility will have a trained response team(s) which will respond to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. The Association will be notified when an incident occurs and shall be given an opportunity to participate in the review process in place at the hospital.
- Employers will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing through EAP services.
- The Hospital shall provide a summary of all incident reports involving violence as defined by Minnesota Statute 144.566 at each regularly scheduled Labor-Management Committee. This summary will include a description of the incident, the response, and efforts to mitigate future incidents of the same or similar nature.
- The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.
- On obstetric units, the Hospital shall immediately notify staff on the unit when the biologic father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father may attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.
- Behavioral Restraints: An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion they will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints. When an RN is performing 1:1 of a patient in restraints or seclusion, the RN will be taken out of the count and not be required to leave the bedside of the patient to perform RN duties.
- Signage will be posted and clearly visible at all nurse stations of all units in the Hospital which shall indicate that violence of any kind is not permitted on Hospital premises.

B. Traumatic Events

The Hospital and Association recognize the effects traumatic events of violence directed at staff have on the whole person. In order to ensure the professional longevity and continued health of staff, the Hospital and Association agree to the following provisions for all Registered Nurses

1. ~~In addition,~~ A Registered Nurse who has been assaulted at work and is unable to continue working, as determined in the nurse's sole discretion, will be given the opportunity to be free from duty without loss of pay ~~for the remainder of that shift for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.~~
2. Units that require Green Alert/Code Green and/or Crisis Intervention training as a component of mandatory education shall also provide resiliency training and self-defense training to all nurses that provide patient care on those units on not less than the same frequency that Green Alert/Code Green and/or Crisis Intervention training is provided.
3. When a violent event occurs on a unit an immediate documented debrief will take place that includes all staff involved and a nurse designated by the Union.
4. When assessing unscheduled absences, the proximity to staff being involved in a traumatic event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Employer.
5. Any nurse who opts to utilize the time off provision as stated above will be offered to be included in a debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident, and a designee of the Union. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions. This debrief will take place within seventy-two (72) hours. Within seven (7) days of the event a report of the event shall be presented to the Union which shall include all documented reports and investigatory notes as well as outcomes.
6. A nurse who has been the victim of violence that was committed by a patient or that patient's family shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.
7. The Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, families, and themselves. Charge nurses will receive information regarding the location and type of incident that initiated the lock down protocol and shall receive annual lockdown training to direct staff, patients and visitors to safety on units during a lockdown.
8. If a unit exceeds ten (10) violent incidents in any given month a review will be conducted by the Hospital Labor/Management group to review, and through mutual agreement, make changes as the group identifies opportunities to promote safety:

This review shall include, at a minimum;

- a. The number of RNs scheduled for the shift;
- b. The number of RNs working the shift;
- c. The number, and classification, of other staff scheduled for the shift;
- d. The number, and classification, of other staff working the shift;
- e. The impact, if any, of the geography of the unit;
- f. Security presence on the unit;
- g. Admission criteria for the unit;
- h. Patient room placement within the unit;
- i. Physical barriers present in staff areas;
- j. The availability and location of staff assistance or duress buttons;

ML UNION PROPOSAL #30

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

LEAVE OF ABSENCE:

Critical Illness and Death or Serious/Disabling Illness in the Immediate Family:

A leave of absence without pay of up to ninety (90) calendar days will be granted to a nurse for critical illness or death in the immediate family; a leave of absence without pay of up to twenty-one (21) calendar days will be granted to a nurse for serious or disabling illness/injury in the immediate family. Immediate family includes parents, parents-in-law, grandparents, spouses, life partners, brothers, sisters, children, grandchildren, step-parents, step-children, grandparent in-laws, former spouses or life partners in which there are shared minor children, and others as may be agreed upon between the nurse and the hospital. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The hospital will not permanently fill the nurse's position during the period of leave of absence.

Nurses exercising their rights under the Critical Illness or Death in the Family provision in this contract shall be eligible to use accrued benefit time if they request to do so.

ML UNION PROPOSAL #31

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

LEAVE OF ABSENCE:

Bereavement Leave:

A leave of absence without loss of pay of three (3) days will be granted, upon request of the nurse, in case of death in the immediate family (loss of parents, parents-in-law, brother-in-law, sister-in-law, siblings, children, spouses, life partners, grandparents, grandchildren, step-parents, step-children, grandparent in-laws, former spouses or life partners in which there are shared minor children) for the purpose of attending the funeral and/or death-related events.

It is the intent of this section to also include persons who have been a parental figure to the employee and/or for whom the nurse is a parent figure; e.g., foster parents, foster children, an aunt who raised the employee, a person for whom the employee filled the role as a parent, etc.

If a nurse has been court-appointed as a legal guardian or conservator and is legally responsible for another individual's medical or financial decisions, that person will be considered appropriate for this benefit.

In the case of extended travel in excess of three hundred (300) miles one way, a fourth (4th) day will be granted. Normally, such leave shall include the following: the day of the funeral, one or two days prior to the funeral, and one or two days after the funeral, subject to the limits above. However, there may be situations for which non-consecutive bereavement leave days are appropriate and will be granted at the request of the nurse. In those cases in which the death occurred during a nurse's scheduled vacation, the nurse may substitute bereavement leave for vacation hours.

Upon request, a nurse may shall be granted unpaid bereavement leave, or be allowed to use accrued vacation, for the death of person(s) not otherwise covered by this Section.

ML UNION PROPOSAL #32

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

LEAVE OF ABSENCE:

Maternity/Paternity/Adoption:

Leave of absence ~~without pay~~ will be granted to nurses for maternity/paternity/birth and adoption for a period of up to one (1) calendar year as follows:

4. For a period of up to twelve weeks ~~four (4) calendar months~~ of the employer paid maternity/paternity leave commencing at or after the date of birth or adoption, delivery, or an earlier date if requested by the nurse for a non-medical reason, this period of employer paid time will run concurrently with Section E. below. At the conclusion of the paid maternity/paternity leave the nurse may take an additional four (4) weeks of time off and may use including the period of accumulated benefit time (vacation, sick time, personal holidays, etc) ~~sick leave, or take this time in an unpaid status.~~ during or At the conclusion of the leave period, of which the nurse will be returned to her or his previous position. In the event the nurse is disabled for a period in excess of four (4) calendar months following the birth, the nurse will retain her or his right to her or his previous position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater. ~~Sick leave with pay is granted only for the period of the disability relating to the birth of a child, unless in the case of paternity and/or adoption leave where the child is ill.~~

ML UNION PROPOSAL #33

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to this Section.

LEAVE OF ABSENCE:

Family Leave:

All employees who work or are scheduled an average of .4 FTE or more are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, or to care for immediate family members' serious health conditions. A family member's serious health condition that qualifies for this leave is an illness, injury, impairment or physical or mental condition that involves—(A) inpatient care in a hospital, hospice or residential medical care facility; or (B) continuing treatment by a health care provider. Leave under this section shall be limited to twelve (12) weeks of paid leave per twelve (12) month rolling period at the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase the length of leave for an employee. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death.

Requested bereavement leave may begin on the day following the death of the family member, and may be supplemented by other leaves.

ML UNION PROPOSAL #34

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

DISCIPLINE AND TERMINATION OF EMPLOYMENT:

No nurse shall be disciplined except for just cause. The parties agree that the principles of just cause will be applied where there is a need to take disciplinary action. Except in cases where immediate termination is appropriate, the hospital will utilize a system of progressive discipline, whereupon, employees are advanced through the various levels of corrective action only for repeating similar offenses for which they have received prior discipline. Progressive discipline will be issued as follows:

- a. verbal warning
- b. written warning
- c. final written warning
- d. suspension
- e. termination

4th Paragraph

~~Upon request of the nurse or the Association, A~~ll written documents relating to any oral or written disciplinary warning will be removed from the nurse's personnel file at any time after ~~three (3)~~one (1) years from the date of the most recent incident, providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the hospital and the Association. In no case will a warning which would, if requested, be removed from the nurse's file be considered in future discipline or in arbitration proceedings.

ML UNION PROPOSAL #35

NEW LANGUAGE

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Grid Review:

The Union and the Hospital will agree on the variable or fixed staffing plans required for each unit on a calendar year basis. Core staffing numbers/targets/matrix/grids will not change unless there is mutual agreement.

A structured review of the staffing grid of each unit will be completed annually prior to the budgeting period. Hospital designees will coordinate this review. The Union will participate in this review. The team evaluating the staffing grids will be composed of a minimum of three (3) Union Registered Nurses that work on the unit, with a goal of participation from each shift (selected or appointed by the Minnesota Nurses Association) as well as MNA representatives, including Chairs and/or stewards from the unit.

Should the character of the unit change or staff nurses deem it necessary, a structured review of that unit's grid or pattern for staffing may be initiated by either party outside of the annual grid review process. The judgment of the staff RNs will carry authority in determining staffing levels. The responsibility for review of the reliability and validity of staffing grids, and for recommending any modifications or adjustments necessary to assure accuracy in patient care needs will be the function of the team evaluating the staffing grids.

Additionally, the following factors shall be considered in determining appropriate staffing levels. They include, but are not limited to:

1. Trends for all Concern for Safe Staffing forms
2. Budgeted census
3. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
4. Patient volume month by month for the past twelve (12) months
5. The number of admissions, transfers and discharges per shift, per day, per month.
6. Skill mix including items such as classification of staff on the unit (including ancillary staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
7. Unit geography
8. Temporary nurse usage (agency and travelers)
9. Consistent availability of other in-house resources
10. Inability to find adequate staff to fill core shifts on a regular basis.

11. Inability to meet approved staffing grids on a regular basis
12. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
13. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
14. Greater than a 15% increase or decrease in volumes for a period of one month.
15. Increased vacancy or turnover rates greater than 15%.
16. Increase in patient or family concerns for a particular unit.
17. Increase in RN work related injuries.
18. Increased trends in medication errors and falls.

Bargaining unit members shall be paid for time spent in attendance at such designated work team meetings and authorized time spent preparing for and/or authorized work outside the work team meetings and shall accrue hours for the purposes of seniority as well as contractual benefits. Union members shall be relieved from duty in order to attend scheduled meetings. Unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve the nurse from duty on those dates/times in order to attend.

In evaluating staffing grids, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) work days to the Union's recommendation. Agreed upon action will be implemented within thirty (30) days and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it and agree through a majority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

If a mutually agreeable decision cannot be reached, the parties will refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays receipt of the Hospital's response.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member within an additional five (5) days, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator. For all purposes of this Section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

ML UNION PROPOSAL #36

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

Bulletin Boards:

The hospital will provide multiple bulletin board spaces in locations accessible to nurses for the posting of meeting notices and related materials. In the event the hospital determines that a bulletin board needs to be relocated, the hospital shall notify MNA and provide alternate locations within the same unit that is available to nurses prior to moving the board.

ML UNION PROPOSAL #37

NEW LANGUAGE

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to this Section.

ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

Release Time for Union Activity

In addition to the foregoing leaves, and, upon request from the Association, the Hospital shall grant time off to nurses for official Association business so long as the number of nurses absent for Association business does not impose an unreasonable burden on the Hospital and the Hospital receives reasonable notice, defined as at least two (2) weeks prior to the posting of the schedule over which the leave commences.

Such leaves may be either Short Term Leaves or Long-Term Leaves.

Short Term Leaves are defined as leaves for up to thirty (30) days. Nurses will continue to accrue seniority and receive all benefits provided for by this Agreement during such leaves. Nurses may apply for intermittent periods of up to 30 days.

Long Term Leaves are leaves from thirty (30) days to a maximum of one (1) year, renewable during the duration of this Agreement. Nurses will continue to accrue seniority and receive all benefits during such leave.

ML UNION PROPOSAL #38

NEW LANGUAGE

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to this Section.

ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

Equity Steward

The Union and Employer recognize that the Allina workforce and patient population is diverse in terms of race, religion, ethnicity, national origin, accent, language, gender, sexual preference, and culture. The parties further recognize that institutional racism, cultural biases and general intolerance can create workplace discrimination that negatively impacts nurses. The Union and Hospital are committed to efforts to improve the work and patient experience by confronting illegal discrimination, including racism, through education and provision of the necessary resources to Nurses who are experiencing unjust treatment in hospitals either by patients, visitors, management or co-workers.

The Employer agrees to support these efforts by providing a .2 paid-time FTE for an MNA Equity Steward. The Equity Steward will carry out responsibilities including, but not limited to the following:

1. Meeting with Nurses who have raised concerns about being subjected to racism/racial/cultural bias/discrimination
2. Helping to identify, respond to and resolve incidents of racial/ethnic/cultural bias, discrimination
3. Attending meetings with Management to develop culturally relevant anti-discrimination/bias policies and trainings.

The Equity Steward will be determined exclusively by the Union.

ML UNION PROPOSAL #39

NEW LANGUAGE

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to this Section.

ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

Union Staff Representatives

Access to Employer Facilities. A duly authorized Minnesota Nurses Association "Union" Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, attending meetings, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit Employees.

Additional Right of Access. It is understood by the parties that Union Staff Representatives have legal obligations as Employee representatives and, as such, have access rights beyond those of the public and other non Employees.

Obligations of Union Staff Representatives. Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to Employees when using their access rights.

Union Representative Badge. When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.

Conferring with Employees. Union Staff Representatives may confer with an Employee and/or his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the Employee, but such conference should not interfere with the work of the Employee or the delivery of patient care.

ML UNION PROPOSAL #40

NEW LANGUAGE

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to this Section.

ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

NEW EMPLOYEE ORIENTATION

The Employer will inform the MNA Chairperson(s) and Staff, in writing, of the name(s) of all newly hired nurses to include their:

1. Unit;
2. FTE;
3. Date of hire;
4. First date and shift on the schedule;
5. Assigned Primary Preceptor(s)

The Employer will provide the MNA Chairperson(s) the date each newly hired nurse will be attending the general facility orientation. During each orientation, the Employer shall provide the MNA Chairperson(s) or designated MNA Steward(s) reasonable time, but not less than ninety (90) minutes, to meet alone with the newly hired nurse or group of nurses to provide to them a copy of this Agreement, an Association membership application or service fee information, a dues/service fee deduction authorization card, and to provide them information about this Agreement, Union and Management joint committees, and MNA Steward information. Alternatively, this time can be scheduled at a different time from general orientation by agreement of the Hospital and the MNA Chairperson(s). It shall be an expectation of employment that newly hired nurses attend this orientation and the time will be considered as hours worked.

ML UNION PROPOSAL #41

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

INSURANCE BENEFITS:

A. Health Insurance:

1. Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital's medical insurance plans under the same terms and conditions applicable to the Hospital's non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

Single	90 85 percent
Single + Children	85 80 percent
Single + Spouse	80 75 percent
Family	80 75 percent

2. In addition to any employer contributions toward premiums specified above, the employer shall pay 100% of any increase in premium for coverage after the 2019 plan year. There will be no change(s) to the overall plan design, network or benefits, including but not limited to co-pays, deductibles, out-of-pocket maximums or pharmacopoeias without the parties' mutual agreement.
3. No change in the Allina First plan shall diminish overall benefits for nurses during the term of this ~~agreement~~letter-of-understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Allina First plan to maintain compliance with legal and regulatory requirements. Allina Health also reserves the right to replace the Allina First plan with a substitute plan so long as the change does not diminish overall benefits for nurses.

ML UNION PROPOSAL #42

NEW LANGUAGE

Add the following new Language to this Section.

INSURANCE BENEFITS:

HSA/HRA Contribution.

For nurses who enroll in an Allina Health high deductible health plan ~~during the annual enrollment~~ for ~~each the 2019, 2020, or 2021~~ plan year (i.e., Basic Health Savings Plan or Select Health Savings Plan), Allina Health will provide a one-time, non-taxable contribution to a nurse's Health Savings Account ("HSA") in the amount of ~~\$1000 for 2019, \$500 for 2020, and \$500 for 2021 for years the nurse enrolls in the plan, respectively.~~ Allina Health will provide the HSA contribution in a lump sum payment as soon as practicable after the nurse's high deductible health plan coverage is effective in ~~each year 2019, 2020, and 2021, respectively.~~ Allina Health will forward the contribution to the Allina Health preferred HSA trustee/custodian, provided the nurse has taken necessary steps to establish the HSA.

For nurses who enroll in the Allina First health plan during ~~the annual enrollment period for each the 2019, 2020, or 2021~~ plan year, Allina Health will make a one-time, non-taxable Health Reimbursement Arrangement ("HRA") employer contribution in the amount of \$1000 ~~for 2019, \$500 for 2020, and \$500 for 2021 for years the nurse enrolls in the plan, respectively.~~ Allina Health will provide the HRA contribution in a lump sum payment as soon as practicable after the nurse's Allina First health plan coverage is effective ~~each year in 2019, 2020, and 2021, respectively.~~

ML UNION PROPOSAL #43

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

ASSOCIATION SECURITY:

A. Payroll Dues Deduction:

The hospital agrees to deduct payments required by this Section "Association Security," from the salary of each nurse who has executed the dues and fees authorization card. ~~which has been agreed upon by the hospital and the Minnesota Nurses Association.~~ Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Association will hold the hospital harmless from any dispute with a nurse concerning deductions made.

The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the nurse regarding automatic annual renewal of the authorization and the provisions agreed to by the nurse regarding revocation of the authorization only during specified window periods, regardless of union membership.

The Association will provide to the Hospital verification that dues deductions have been authorized by the nurse. Nurses may provide such authorization for payroll deduction of dues by submitting to the Association a written application form, through electronically recorded phone calls, by submitting to the Association an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

B. Association Master List:

Within sixty (60) days after the execution date of the Contract Agreement, the hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement, giving the name, address, ~~phone number,~~ classification, ~~authorized FTE average number of hours being worked,~~ and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the hospital will forward to the Association the name, address, classification, ~~authorized FTE average number of hours being worked,~~ and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed.

E. Association Information at Time of Hire:

A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the hospital and the Minnesota Nurses Association shall be presented by the hospital to each nurse at the time of her or his employment. A representative designated by the Minnesota Nurses Association shall be afforded ninety (90) minutes ~~the opportunity~~ to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

Notification to Newly Employed Nurse:

~~I understand that there is a Contract Agreement between this Hospital and the Minnesota Nurses Association governing wages, hours, and other terms and conditions of employment. The Contract Agreement provides that if a nurse elects not to become a member of the Minnesota Nurses Association, she or he must pay a service fee to the Minnesota Nurses Association as a condition of employment.~~

Hospital
By: _____

MINNESOTA NURSES ASSOCIATION
By: _____

~~I acknowledge receipt of this Notification, a Contract Agreement, and a dues and fees deduction authorization card.~~

Signature of Nurse

Date: _____

ML UNION PROPOSAL #44

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from _____, 2019, through and including May 31, 2022. This Agreement shall remain in full force and effect from year-to-year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to May 31, 2022, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

ML UNION PROPOSAL #45

NEW LANGUAGE – APPLY AMENDED VERSION TO MERCY

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new Language to the CBA as a LOU.

LETTER OF UNDERSTANDING

SUBJECT: Process Improvement Projects

The Employer and the Minnesota Nurses Association agree that in the changing nature of the healthcare industry; nursing practice, safety, and employee engagement are essential for the effective improvement of the operations so that the highest quality care can be provided. As such, the parties agree to engage in a mutually collaborative process for conducting improvement projects that are designed to develop rapid process changes with ongoing evaluation and modification.

- The unit MNA steward and an MNA chairperson (or other member of the unit designated by the Union) will be involved in each process improvement event.
- The names of the other RNs invited to participate in a process improvement will be sent to the MNA chairs for discussion and input before the staff are notified/invited.
- There will be mutually agreed upon measurements of success.
- All changes to nursing practice will be supported by evidence.
- The MNA chairs will be invited to each report-out at the end of a process improvement event, as well as any subsequent evaluations throughout the process. The Union will be given as much notice of the event and report-out as possible.
- Immediately after the report-out of a process improvement event, there will be a meeting to which, at minimum, the following parties will be invited: the Hospital's Vice President of Patient Care (CNO), the Hospital's Vice President of Human Resources, MNA's Labor Relations Specialist, MNA's co-chairs, and the steward (or other union designee) involved to review the report-out and any questions/concerns MNA may have. Implementation of any process improvement initiative will be subject to mutual agreement by both the Union and the Employer.
- After the process improvement event has completed, and prior to the roll out of the change to the affected unit, the parties will develop a mutually agreeable plan to roll the change out to the affected members, which shall include the following components:
 - Mandatory education to be offered during the employees regularly scheduled work hours.

- For process changes that involve considerable changes to workflow, the impacted units shall have RN process coaches on each shift who are out of the count, to assist with flow.
 - Formal processes for reporting of problems, including but not limited to, patient and or nurse safety issues/events that occur in the course of implementation. The process will be put on hold until a mutual resolution is agreed upon and evaluated.
- Ongoing process improvement projects will be reviewed regularly at the appropriate contractual standing committee and will be a standing agenda item for the committee. All data related to the project including measurements of success will be reported out by the project lead. The parties will discuss modifications of the project needed to address any contractual, nurse practice, or hospital safety issues raised by the parties.
- It is the intent of the parties that any process improvement mechanisms utilized by the hospital be utilized to improve employee engagement in the effective and efficient operations of the facility. As such, the Union shall have the right to utilize the Employer's process improvement resources for areas it has identified as needs for improvement or growth.
- The employer agrees that that process improvement projects are not intended to reduce the number or hours of staff, and that reductions in staffing are beyond the scope of process improvement projects.

ML UNION PROPOSAL #46

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

SCHEDULES AND POSTING

The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three levels of required qualifications. The Hospital and Association will mutually agree to standard qualifications for each unit that may be reviewed annually through the Labor Management Committee. Changes to the standard qualifications may only be made through mutual agreement of the Association and the Hospital.

ML UNION PROPOSAL #47

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

PROMOTIONS, TRANSFERS, AND NEW POSITIONS

New Non-Executive Positions: The Hospital shall give the Association written notice of the establishment of any new non-executive position requiring a registered nurse. Said written notice shall be accompanied by a copy of the position description, whether such description is preliminary or final, and shall be mailed to the Association ~~sixty~~ (60) fourteen (14) days before such position is posted. Said notice will include the Hospital's initial determination as to whether such position will be included in the bargaining unit.

If the parties are unable to agree on including or not including the new position in the Contract, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) in any attempt to resolve the issue. If no agreement is reached as a result of the assistance of FMCS, the union may pursue a grievance commencing at Step 3 of the grievance procedure per the grievance procedure of this agreement. The primary consideration before the arbitrator shall be whether the new position should be covered by the agreement per Section 1 of this agreement. ~~the unit clarification procedure of the National Labor Relations Board may be used by either party.~~

SALARY CHART to be amended after finalization of ATB increases finalized

STAFF NURSE SALARY									
Length of Service	Pay Period Beginning Closest to 1-Jun-16			Pay Period Beginning Closest to 1-Jun-17			Pay Period Beginning Closest to 1-Jun-18		
	AD / D	Bacc.	Master's	AD / D	Bacc.	Master's	AD / D	Bacc.	Master's
Start	\$31.01	\$32.09	\$33.17	\$31.63	\$32.73	\$33.83	\$32.26	\$33.39	\$34.51
1 year	\$32.97	\$34.12	\$35.27	\$33.63	\$34.80	\$35.98	\$34.30	\$35.50	\$36.70
2 years	\$34.32	\$35.53	\$36.72	\$35.01	\$36.24	\$37.45	\$35.71	\$36.96	\$38.20
3 years	\$35.66	\$36.90	\$38.15	\$36.37	\$37.64	\$38.91	\$37.10	\$38.39	\$39.69
4 years	\$37.00	\$38.28	\$39.58	\$37.74	\$39.05	\$40.37	\$38.49	\$39.83	\$41.17
5 years	\$38.14	\$39.48	\$40.81	\$38.90	\$40.27	\$41.63	\$39.68	\$41.08	\$42.46
6 years	\$39.27	\$40.65	\$42.01	\$40.06	\$41.46	\$42.85	\$40.86	\$42.29	\$43.71
7 years	\$40.83	\$42.27	\$43.70	\$41.65	\$43.11	\$44.57	\$42.48	\$43.98	\$45.46
8 years	\$41.25	\$42.70	\$44.14	\$42.07	\$43.55	\$45.02	\$42.92	\$44.42	\$45.92
9 years	\$42.84	\$44.35	\$45.84	\$43.70	\$45.24	\$46.76	\$44.57	\$46.14	\$47.69
10 years	\$43.97	\$45.51	\$47.04	\$44.85	\$46.42	\$47.98	\$45.75	\$47.35	\$48.94
12 years	\$44.84	\$46.42	\$47.97	\$45.74	\$47.35	\$48.93	\$46.65	\$48.30	\$49.91
15 years	\$46.07	\$47.69	\$49.31	\$46.99	\$48.64	\$50.29	\$47.93	\$49.61	\$51.30
20 years	\$46.98	\$48.62	\$50.27	\$47.92	\$49.60	\$51.27	\$48.88	\$50.59	\$52.30
25 years	\$48.27	\$49.94	\$51.63	\$49.23	\$50.94	\$52.67	\$50.22	\$51.96	\$53.72

Effective June 1, 2019 a seven (7%) percent increase.

Effective June 1, 2020 a seven (7%) percent increase.

Effective June 1, 2021 a seven (7%) percent increase.

SALARY CHART to be amended after finalization of ATB increases finalized

ASSISTANT CLINICAL NURSE MANAGER (ACM) SALARY									
Length of Service	Pay Period Beginning Closest to 1-Jun-16			Pay Period Beginning Closest to 1-Jun-17			Pay Period Beginning Closest to 1-Jun-18		
	AD / D	Bacc.	Master's	AD / D	Bacc.	Master's	AD / D	Bacc.	Master's
Start	\$34.11	\$35.30	\$36.49	\$34.79	\$36.01	\$37.22	\$35.49	\$36.73	\$37.96
1 year	\$36.26	\$37.54	\$38.80	\$36.99	\$38.29	\$39.58	\$37.73	\$39.05	\$40.37
2 years	\$37.76	\$39.07	\$40.40	\$38.52	\$39.85	\$41.21	\$39.29	\$40.64	\$42.03
3 years	\$39.23	\$40.61	\$41.97	\$40.01	\$41.42	\$42.81	\$40.81	\$42.25	\$43.67
4 years	\$40.69	\$42.12	\$43.54	\$41.50	\$42.96	\$44.41	\$42.33	\$43.82	\$45.30
5 years	\$41.96	\$43.42	\$44.89	\$42.80	\$44.29	\$45.79	\$43.66	\$45.18	\$46.70
6 years	\$43.20	\$44.71	\$46.22	\$44.06	\$45.60	\$47.14	\$44.94	\$46.51	\$48.08
7 years	\$44.91	\$46.49	\$48.06	\$45.81	\$47.42	\$49.02	\$46.72	\$48.37	\$50.00
8 years	\$45.38	\$46.96	\$48.55	\$46.29	\$47.90	\$49.52	\$47.21	\$48.86	\$50.51
9 years	\$47.13	\$48.78	\$50.43	\$48.08	\$49.75	\$51.44	\$49.04	\$50.75	\$52.47
10 years	\$48.37	\$50.06	\$51.75	\$49.34	\$51.06	\$52.79	\$50.32	\$52.08	\$53.85
12 years	\$49.33	\$51.04	\$52.77	\$50.31	\$52.06	\$53.83	\$51.32	\$53.10	\$54.91
15 years	\$50.68	\$52.46	\$54.22	\$51.70	\$53.51	\$55.31	\$52.73	\$54.58	\$56.41
20 years	\$51.67	\$53.49	\$55.30	\$52.71	\$54.56	\$56.41	\$53.76	\$55.65	\$57.54
25 years	\$53.08	\$54.94	\$56.79	\$54.14	\$56.04	\$57.93	\$55.23	\$57.16	\$59.09

Effective June 1, 2019 a seven (7%) percent increase.

Effective June 1, 2020 a seven (7%) percent increase.

Effective June 1, 2021 a seven (7%) percent increase.



Minnesota Nurses Association Housekeeping proposals to Abbott Northwestern Hospital and Phillips Eye Institute

March 15, 2019

ANW/PEI Housekeeping Union Proposal #1

2. EDUCATIONAL DEVELOPMENT:

It is the mutual purpose of the Minnesota Nurses Association and the hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. Provision has been made in Section "Leave of Absence" for appropriate leaves of absence for educational purposes.

D. Required Education Subsequent to Employment:

Mandatory/required education will be scheduled and compensated in the following ways:

Educational activities that require prep or study time will be defined annually on the study time chart. ~~Educational activity with designated time of three (3) hours or greater will be completed within the nurse's work agreement unless the nurse and the Nurse Manager agree on an alternative schedule.~~

~~Any educational activity with designated time of less than three (3) hours will be completed within or adjacent to the nurse's work agreement unless the nurse and the Nurse Manager agree on an alternative schedule.~~

ANW/PEI Housekeeping Union Proposal #2

All Sections not addressed in this Proposal are to remain status quo.

3. HOURS:

C. Scheduling:

7. Eligibility for Every Third Weekend:

The parties agree in order to decrease scheduled weekends for full- and part-time staff, the hospital agrees to the plans outlined below in addition to posting Baylor positions on 24/7 units. Additional weekends off will be implemented as follows:

- a. Regularly scheduled nurses with a scheduled work agreement 0.8 to 1.0 straight nights, straight evenings with five (5) years of seniority in the bargaining unit (10,400 hours) will be eligible to work every third weekend.
- b. ~~Nurses with 20 or more years seniority (41,700 hours) will be eligible to work every third weekend.~~ Regularly scheduled RNs with 15 years of bargaining unit seniority (31,200 hours) will be eligible to work every third weekend.
- c. Every third weekend schedules will be phased in, unit by unit, like the Shift of Choice process. The Labor Management Committee will monitor unit progress.
- d. Nurses working every third weekend 12 hours or every third weekend 8 hours may be required to work up to an additional six (6) Fridays 7:00 p.m. to 7:00 a.m. or an 11:00 p.m. to 7:00 a.m. shift prior to their weekend off in a calendar year.
- e. ~~Plan for Every Third Weekend 2004-2007:~~
 1. ~~On January 1, 2005, begin implementation at ANW/PEI: regularly scheduled RNs with 20 continuous calendar years in the bargaining unit will be eligible to work every third weekend.~~
 2. ~~On January 1, 2006, begin implementation at ANW/PEI: regularly scheduled RNs with 18 years of bargaining unit seniority (37,440 hours) will be eligible to work every third weekend.~~
 3. ~~On May 31, 2007, begin implementation at ANW/PEI: regularly scheduled RNs with 15 years of bargaining unit seniority (31,200 hours) will be eligible to work every third weekend.~~

F. Shifts Less Than Eight Hours:

A nurse shall not be required to work a shift of less than eight (8) hours unless her or his assigned unit or service is in operation less than twenty-four (24) hours a day. Assigned

shifts of less than eight (8) hours may be utilized on such units if a nurse voluntarily agrees to such shifts or, in the absence of volunteers, no reasonable alternative exists to provide needed nursing care. If no nurse agrees to a shift of less than eight (8) hours and no reasonable alternative exists, the short shift on such a unit will be assigned to the least senior nurse on the unit or service. Agreement by a nurse with the hospital to work shifts of less than eight (8) hours shall be made and revoked in a manner consistent with Section 3. "Hours," Subsection H. Flexible Work Schedules.

Shift differential shall be paid for all hours between 7:00 p.m. and 7:00 a.m. or for any shift beginning at or after 3:00 p.m.

H. Flexible Work Schedules (Other than Eight- [8] Hour Shifts):

2. The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3. "Hours," Subsection A. Hours of Work and Overtime. Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double time. See also Letter of Understanding #3 – Payment of Overtime.
3. Staff on permanent flexible schedules may be scheduled to work shifts during the week as unit staffing patterns require. Nurses will equitably share the assignment of Monday and Friday shifts. Nurses working every third weekend 12 hours or every third weekend 8 hours may be required to work a up to an additional six (6) Fridays 7:00 p.m. to 7:00 a.m. or an 11:00 p.m. to 7:00 a.m. shift prior to their weekend off in a calendar year.
4. Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.
5. Sick leave shall be accrued at a rate proportionate to that specified in Section 10. "Leave with Pay for Illness/Injury" for registered nurses who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Vacation shall accrue at the rate proportionate to that specified in Section 9. "Vacations" for registered nurses not working a flexible schedule and shall be granted in a manner to provide a registered nurse an equal amount of calendar time off as provided in Section 9. "Vacations."

I. Alternative Weekend Schedules (Baylor Program):

The hospital may establish flexible scheduling plans providing work schedules of only two twelve (12) hour shifts or three (3) eight (8) hour shifts every weekend. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for available Alternative Weekend Schedules. Plans established under this section shall be subject to the following conditions:

1. Unless otherwise expressly modified by this subsection, the provisions of Section 3. "Hours," Subsection H. Flexible Work Schedules, shall be fully applicable to the Alternative Weekend Schedules.
5. For purposes of Section 14. "Temporary Staffing Adjustments," Subsection D. Mandatory Low-Need Days, a nurse on an Alternative Weekend Schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low-need day off for a portion of her/his scheduled eight (8) or twelve (12) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with Section 14. "Temporary Staffing Adjustments," Subsection B. Voluntary Low-Need Days and Leave, will be given one and one-half (1½) hours credit toward benefits for all hours lost.
9. Section 3. "Hours," Subsection D. Bonus for Extra Unscheduled Weekend Shifts relating to the Weekend Bonus, and Section 4. "Salary," Subsection I. Length of Service Upon Promotion relating to the Weekend Premium, and Section 4. "Salary," Subsection J. Shift Differential relating to Shift Differential, shall not apply to the two (2) twelve (12) hour or three (3) eight (8) hour shifts for which a nurse is normally scheduled, but will apply to any additional weekend shifts a nurse agrees to work.
11. Nurses on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve- (12) hour shifts on weekends under this program or other schedules including twelve- (12) hour shifts on a weekend developed in accordance with Section 3. "Hours," Subsection H. Flexible Work Schedules above.
12. A nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 3. "Hours," Subsection H. Flexible Work Schedules. The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program.

The hospital shall likewise give a nurse notice of equal length in the event the Alternative Weekend Program is discontinued. If the program is discontinued at the conclusion of a pilot or trial period of specified length not to exceed six (6) months, the nurse shall be returned to the position she or he held prior to the pilot period. If Alternative Weekend Schedules are otherwise discontinued, the nurse shall be offered vacant or new registered nurse positions within the hospital which have an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program for which the nurse is reasonably qualified.

13. A nurse participating in this Alternative Weekend Program may, with hospital approval, trade hours with a nurse who is not on an Alternative Weekend Schedule. Each nurse involved in the trade will be paid at that nurse's regular rate of pay excluding the Alternative Weekend Schedule Premium and in

accordance with that nurse's standard for overtime eligibility. A nurse on an Alternative Weekend Schedule who trades hours with another nurse who is scheduled to work an eight- (8) hour or twelve- (12) hour shift between 7:00 p.m. Friday and 7:30 a.m. Monday shall continue to receive pay as set forth in this Section 3. "Hours," Subsection 1. Alternative Weekend Schedules. Any nurse who agrees to work a scheduled shift for a nurse on an Alternative Weekend Schedule shall be paid at the rate of pay the nurse would otherwise receive for weekend work.

ANW/PEI Housekeeping Union Proposal #3

4. SALARY:

C. Recognition of LPN or Other Non-RN Experience:

A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at the same hospital or at a contracting hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said hospital(s). Seniority, for purposes of Section 14, "Temporary Staffing Adjustments," shall begin to accrue as of the date the employee commences employment as a registered nurse.

O. Reporting Pay:

A nurse who reports to work for a scheduled shift shall be paid for not less than four (4) hours of pay as provided by Section 3, "Hours" and Section 4, "Salary" of this Contract Agreement.

P. Pay for Certification:

Upon successfully completing a nationally-recognized certification program, a nurse will be reimbursed by the hospital for the application fee(s) to obtain such certification.

Annually on November 1 of each year, the hospital shall pay a bonus of four hundred dollars (\$400.00) for each of two (2) certifications to any regularly scheduled nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix A. The reimbursement and bonus provisions of this Section shall be limited to two (2) different certifications per nurse. To receive this bonus, the nurse shall, prior to November 1, provide to the hospital a copy of certification and shall have exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of the certification.

The parties agree that the criteria for any additional certifications will be the following:

1. Awarded by an examination.
2. Recognized by a reputable national nursing specialty organization.
3. Applicable to the practice of nursing in a hospital and ambulatory setting.
4. Renewable by examination or specified education hours.
5. Referenced in Appendix A.

Q. Underpayment of Nurse's Salary:

If, due to payroll error, there is an acknowledged underpayment of a nurse's salary of fifty dollars (\$50.00) or more, the nurse shall receive the correct amount within three (3) working days (as defined in Section 21. "Grievance Procedure") from the date of acknowledgment. Acknowledged underpayment of less than fifty dollars (\$50.00) will be made on the next paycheck.

An acknowledged underpayment exists when payroll agrees an underpayment was made or when management directs payroll to make the correction.

ANW/PEI Housekeeping Union Proposal #4

6. PART-TIME NURSES:

B. Part-Time Holidays:

Twenty Calendar Year Holiday Exemption:

Nurses who have been hired to work 0.4 FTE or above ~~and work in departments that work three of six holidays~~ with twenty (20) calendar years of service will not be required to work holidays as specified in Section 8, "Holidays" of this contract agreement. If there are more nurses eligible for holidays off than are available to work holidays, the parties agree to jointly develop a process on how to staff the holiday.

A nurse who requests a vacation shift or benefits under Section 3 "Hours," Subsection ~~Short-Term Flexibility for Time-Off, Time Off After The Schedule is Posted~~ for Easter Sunday will not have that time counted against the number of weekend shifts a nurse is eligible to take on a year-to-year basis.

C. Part-Time Increments, Vacation, and Sick Leave:

2. Part-Time Vacation:

After completion of six (6) months of continuous service, vacation benefits as described in Section 9, "Vacations." While on vacation, the amount of salary to be paid to the nurse will be based upon the average number of compensated hours per two (2) week payroll period during the preceding year.

3. Part-Time Sick Leave:

Part-time nurses (excluding casual and per diem) who are regularly scheduled to work at least 0.4 and above and who work every other weekend or every third weekend will be entitled to sick leave with pay for personal illness. Sick leave will be earned and accumulated in the same manner as provided for full-time nurses in Section 10, "Leave with Pay for Illness/Injury" of this Agreement prorated on the basis of one (1) sick leave day earned for each 173.3 compensated hours up to the maximum accumulation. The hospital may request reasonable evidence of such illness. Sick leave will be granted for absences from work only on a day scheduled as a workday.

F. Retired Nurse Working Status:

Nurses who are eligible for a pension before age 65 and who terminate their position at the hospital may re-apply for Retired Nurse Working Status. To maintain this status, the nurse must meet evaluation requirements and work at least eighteen (18) shifts, or 144 hours, from January through December each year, up to a maximum of 600 hours per year. Nurses who retire after age 65 do not have any maximum on hours worked per year.

Nurses will be paid at the rate of pay of casual status except for any nurse who agrees to work between 3 p.m. Friday and 7:30 a.m. Sunday, in which the per diem rate of pay will apply. Retired nurses will be eligible for holiday pay or the per diem rate, whichever is higher. All nurses will be considered to be working a flexible schedule as provided in Section 3. "Hours," Subsection H. Flexible Work Schedules, and will be covered by all provisions of this section except that the nurse will be scheduled eight- (8) hour shifts unless the nurse agrees, on a shift-by-shift basis, to work a shift other than eight (8) hours. Nurses shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse was scheduled or agreed to work.

H. Per Diem Program:

Per diem staff must make a minimum work commitment of four shifts per pay period, to be worked on evenings and nights. Two shifts per 4-week schedule must be on the weekends.

The weekend is defined as 3:00 p.m. Friday until 7:30 a.m. Monday. Additional hours may be worked on any shift when hours are available. A per diem nurse is not assured the availability of work on a regular continuing basis. Before mandatory low-need days are assigned to regularly scheduled staff according to Section 14. "Temporary Staffing Adjustments," Subsection D. Mandatory Low-Need Days, per diem staff will be cancelled at the hospital's discretion. A minimum of two (2) hours advance notice of the cancellation of any shifts of work will be given. A cancelled shift meets the work commitment. One skills day per year may be used as a worked shift to maintain requirements.

~~10.9.~~ Per diem staff may elect not to accept hours for one four-week period per year, not to occur between Memorial Day and Labor Day. If necessary, a nurse may request a leave of absence as defined in Section 13. "Leave of Absence."

I. Eligibility and Accumulation of Benefits:

For purposes of Section 6. "Part-Time Nurses" and Section 24. "Insurance Benefits," compensated hours shall include all hours for which a nurse is paid except off-premises on-call hours. An overtime hour shall be counted as a compensated hour on the basis of one (1) hour per each overtime hour paid.

In addition, compensated hours shall include hours which Section 13. "Leave of Absence," Subsections A. Personal Illness, Injury, and Disability, D. Maternity/Paternity/Adoption, E. Jury Duty and Subpoenaed Witnesses, F. Voluntary Leaves Before Layoff, and H. Other Leaves of Absence, provide are hours worked or hours for which length of service increments accrue.

ANW/PEI Housekeeping Union Proposal #5

7. SHIFT OF CHOICE WITH 20,800 HOURS:

Nurses with ten (10) or more years of seniority as defined in Section 13. "Temporary Staffing Adjustments," will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. In order to provide greater opportunities for nurses to select a shift of choice, the hospital will create more straight shifts. The parties recognize that complete implementation of this provision will need to be phased in, and that the period of implementation will be governed by the following:

- A. The hospital will review the current schedules on each unit in order to determine if additional straight shifts may be offered. It is recognized that to the extent that permanent day shifts are created on a unit, the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of the permanent day shifts. Provided that any change in schedules to create additional straight day shift positions will not require nurses with less than ten (10) years of service to rotate to more than a total of fifty percent (50%) evenings or nights.
- B. No confirmed work agreement as provided in Section 4. "Salary," Subsection D. Confirmation of Work Agreement, specifying the number of hours per payroll period and shift rotation of a currently employed nurse will be involuntarily changed.
- G. If a permanent shift assignment becomes available because of changes in the schedules of nurses currently employed on a unit which has no open unfilled positions, the available permanent shift assignment will be first offered to nurses on that unit. Otherwise, all openings, including those offering permanent shift assignments, will be offered and filled in accordance with Section 16. "Schedules and Posting."

ANW/PEI Housekeeping Union Proposal #6

9. VACATIONS:

A. Vacation Accrual:

Staff nurses who have completed one (1) full year of continuous service in the hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2), three (3), or four (4) full years of continuous service, will be granted three (3) calendar weeks' vacation with pay; and after completing five (5) full years of continuous service through the fourteenth (14th) year, will be granted four (4) calendar weeks' vacation with pay. At fifteen (15) through nineteen (19) years of continuous service, will be granted four (4) calendar weeks and three (3) days. At twenty (20) years of continuous service, nurses will be granted five (5) weeks of vacation.

Assistant head nurses who have completed one (1) full year of continuous service in the hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service, will be granted three (3) calendar weeks' vacation with pay; and after completing four (4) full years of continuous service through the 14th year, will be granted four (4) calendar weeks' vacation with pay. At fifteen (15) through nineteen (19) years of continuous service, will be granted four (4) calendar weeks and three (3) days. At twenty (20) years of continuous service, nurses will be granted five (5) weeks of vacation.

Vacation shall be accrued from the nurse's most recent date of employment by the hospital. A nurse may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with vacation scheduling provisions in this Contract.

Vacation shall be accrued based on compensated hours as such hours are defined in Section 6, "Part-Time Nurses," Subsection 1, Eligibility and Accumulation of Benefits. The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual number of hours of vacation to which a nurse would be entitled based on the above schedule by 2080 hours and shall be as follows:

1. Two (2) weeks' vacation - .0385 vacation hours accrued for each compensated hour.
2. Three (3) weeks' vacation - .0577 vacation hours accrued for each compensated hour.
3. Four (4) weeks' vacation - .0769 vacation hours accrued for each compensated hour.
4. Four (4) weeks and three (3) days' vacation - .0884 vacation hours accrued for each compensated hour.
5. Five (5) weeks' vacation - .0961 vacation hours accrued for each compensated hour.

There are no annual or payroll period maximums on vacation accrual.

During the first year of employment, staff and assistant head nurses shall accrue vacation at the rate of .0385 hours of vacation for each compensated hour.

During the second and third years of employment, staff and assistant head nurses shall accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth year of employment, a staff nurse will continue to accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth through the fourteenth year of employment ~~and thereafter~~, an assistant head nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During the fifth through the end of the 14th year of employment, a staff nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During fifteen (15) years through nineteen (19) years of continuous calendar service with the hospital, staff nurses and assistant head nurses in the bargaining unit shall accrue vacation at the rate of .0884 hours accrued for each compensated hour, excluding off-premise call hours.

During twenty (20) years or more of continuous calendar years' service with the hospital in the bargaining unit, staff nurses and assistant head nurses shall accrue vacation at the rate of .0961 hours accrued for each compensated hour, excluding off-premise call hours.

C. Formula for Determination of Vacation Allotment by Manager on a Unit-by-Unit Basis:

~~During the 2007 negotiations, the parties agreed to implement the following vacation allocation formula for vacation scheduling starting in 2008. The formula is constructed as follows:~~

ANW/PEI Housekeeping Union Proposal #7

10. LEAVE WITH PAY FOR ILLNESS/INJURY:

C. Sick Leave When Eligible for Long-Term Disability:

Sick leave shall be paid up to the accumulated amount or until the nurse is eligible to receive long-term disability benefits pursuant to Section 24, "Insurance Benefits," Subsection Long-Term Disability, of this Agreement. A nurse who has unused sick leave available at the time of eligibility for long-term disability payments shall retain such sick leave.

ANW/PEI Housekeeping Union Proposal #8

11. CHEMICAL DEPENDENCY:

C. Treatment:

If, following an assessment or evaluation, it is recommended that the nurse receive treatment for chemical dependency, she or he may use the benefits provided by Section 10. "Leave with Pay for Illness/Injury," Section 13. "Leave of Absence," Subsection A. Personal Illness, Injury, and Disability, and Section 24. "Insurance Benefits," Subsections A. Health Insurance and B. Long-Term Disability. At conclusion of the leave, the nurse will be returned to work in a position as provided in Section 13. "Leave of Absence," Subsection A. Personal Illness, Injury, and Disability, except that a nurse shall not be returned to a position on a chemical dependency treatment unit until completion of two (2) years of being chemically free. This nurse will be returned to a position of like classification, hours, and pay and may return to the first available position on the chemical dependency treatment unit after the two- (2) year period has passed.

E. Discipline:

A nurse shall not be disciplined solely for being chemically dependent nor will a nurse be disciplined solely for refusing a request for which there is not reasonable cause for requesting the test. A nurse may, however, be subject to discipline for action related to the chemical dependency. Any such discipline shall be for just cause as provided in Section 17. "Discipline and Termination of Employment," and shall include consideration of all relevant facts, including the relevant facts of the symptoms of chemical dependency. The hospital will agree to defer any investigatory and disciplinary meetings with the nurse until it is determined, in consultation with the treatment professionals that the nurse is able to fully participate on her or his own behalf.

H. Training for Designated MNA Representatives:

The hospital shall make the training program it provides to "trained supervisors" or "trained resource persons" prior to implementation of the Drug and Alcohol Testing Policy available to MNA-designated members or provide a similar training program to MNA-designated members. In either event, the training program shall be made available for up to 20 MNA-designated members at each hospital. The training will be provided on work time and at no cost to the nurse.

The hospital will advise the Association if subsequent training concerning the hospital's Drug and Alcohol Testing Policy is provided to its "trained supervisors" or "trained resource persons," and the Association may designate up to twenty (20) members per hospital who did not receive the prior training to attend. The Association will provide to the hospital the names of its members who have received training provided by the hospital and who may be contacted by a registered nurse in conjunction with a request for drug or alcohol testing.

| Any controversy arising over the interpretation or application of this provision shall be resolved in accordance with the provisions of Section 21. "Grievance Procedure."

ANW/PEI Housekeeping Union Proposal #10

13. LEAVE OF ABSENCE:

A. Personal Illness, Injury, and Disability:

5. Vacation and length of service increments will continue to accrue for up to 180 days for a leave of absence due to illness, injury, or disability covered by workers' compensation. Where a nurse is receiving workers' compensation benefits and is working in an alternate position having fewer hours than the nurse's previous position, such accrual (up to 180 days) shall be at the rate of accrual as of the date of injury.

A nurse on personal illness, injury, or disability leave and receiving workers' compensation may agree to accept a temporary alternate position different from the nurse's previous position. In addition, at such time as it is determined that the nurse will not be able to return to the prior position due to work-related illness, injury, or disability, the nurse may be maintained on transitional work assignment for approximately four (4) calendar months, regardless of her/his status. The purpose of this four-(4) month period is to focus on job search activities. Agreement to such alternate position or transitional work assignment shall not constitute a forfeiture of the nurse's right to return to his/her previous position or classification as provided in this Contract.

Except as provided in Section 13. "Leave of Absence," Subsection A. Personal Illness, Injury, and Disability, all hours worked by a nurse covered by this Contract in a temporary alternate employment position not otherwise covered by this Contract shall, nevertheless, be considered compensated hours toward accrual of seniority as provided in Section 14. "Temporary Staffing Adjustments." Such hours shall also be credited toward eligibility for and accrual of benefits provided by this Contract. Benefits accrued and provided will be used on the compensated hours of the nurse when working in the alternate employment or transitional work position.

ANW/PEI Housekeeping Union Proposal #11

14. TEMPORARY STAFFING ADJUSTMENTS:

A. Definitions:

3. c. Seniority Credit for Paid Leave of Absence:
In addition, compensated hours shall include hours which Section 13. "Leave of Absence," Subsections A. Personal Illness, Injury, and Disability, D. Maternity/Paternity/Adoption, E. Jury Duty and Subpoenaed Witnesses, F. Voluntary Leaves before Layoff, and H. Other Leaves of Absence, provided they are hours worked or hours for which length of service increments accrue.

D. Mandatory Low-Need Days:

3. Notice of Cancellation:
A nurse to be assigned a low-need day pursuant to this Part (D) shall be given a minimum of two (2) hours advance notice before the beginning of the shift. A single call will be made from the hospital to the RN at their current contact number. The call will be documented by the hospital. This will constitute advance notification for a mandatory low-need day. It will be the responsibility of the RN to maintain a current contact number with the hospital. In the event an RN reports to work when the hospital has followed the advance notification process, the RN will not qualify for reporting pay under Section 4. "Salary," Subsection N. Reporting Pay.

E. Layoff:

In the event that it is necessary to lay off nurses due to lack of work, the least senior nurse(s) in the employ of the hospital shall be laid off first. The layoff shall continue in order of least seniority toward most seniority until the needed reduction in nursing care hours has been accomplished. Any reduction in the number of scheduled hours shall be considered a layoff except as provided in paragraphs (B) and (D) above. It is specifically agreed that less senior nurses are to be completely laid off before more senior nurses are to be affected by a layoff except as expressly provided as follows:

1. It is agreed that the operation of this Section 14. "Temporary Staffing Adjustments," shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of seniority, however, only if nurses with greater seniority do not have the ability to become qualified.
2. A reduction of hours rather than a complete layoff may be used if necessary to provide appropriate coverage for weekends or for operating rooms, visits, or procedures. Reductions shall be made by reducing the hours of the least senior nurse remaining on the unit to thirty-two (32) hours per pay period and proceeding in that manner in reverse order of seniority until the necessary reduction has been achieved. Reductions in

reverse order of seniority to less than thirty-two (32) hours may be made at the discretion of the hospital.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in Section [13](#). "Leave of Absence," Subsection [F](#). Voluntary Leaves before Layoff, of this Agreement. In effecting a reduction of nursing care hours on one or more units, the hospital shall use a system whereby all affected nurses in order of greater seniority shall be offered all of the following choices:

15. JOB PROTECTION, MERGERS, AND REDUCTION OF BEDS:

B. Offer of Reassignment Within the Hospital:

Nurses from an affected area which is being reduced or eliminated shall be offered reassignment, along with other affected nurses, to other vacant or new registered nurse positions in the same classification (an "opening") within the hospital 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 and in-house training not to exceed four (4) weeks. Such orientation and training shall be at no cost to the nurse. Reduction of nurses on an affected area and the offering of reassignment in the hospital shall be made on the basis of seniority in the hospital as defined in Section [14](#). "Temporary Staffing Adjustments," of the Agreement.

The hospital will not promote or employ new nurses or use casual part-time or temporary nurses until all affected nurses have been placed or given the opportunity to qualify for registered nurse openings which are available or become available in their respective classifications. A nurse may voluntarily choose to exercise her or his length of employment rights for an opening in a lower registered nurse classification.

C. Reductions to Follow Layoff Procedure:

If there are not sufficient registered nurse openings to place all nurses employed at the time of the change or if nurses are not able to qualify for such positions, as the same are described in the foregoing paragraphs, the reduction of registered nurse positions in the hospital shall be made according to the procedure of layoff and recall established by Section [14](#). "Temporary Staffing Adjustments."

D. Offer of Employment in Hospitals Controlled by the Same Corporation:

If a nurse cannot be offered placement under paragraphs (B) and (C) above, offers for employment shall concurrently be made by Contracting Hospitals controlled by the same corporate body as the hospital which employed the nurse who was laid off or who received notice of layoff. Offers of employment under this paragraph (D) shall be made during the period that the nurse retains recall rights under Section [14](#). "Temporary Staffing Adjustments."

Any offer of employment under this paragraph (D) shall be treated for all purposes, including seniority, as a transfer within the same hospital and not a re-employment.

E. Offer of Employment in Other Contracting Hospitals:

If there are not sufficient openings in Contracting Hospitals controlled by the same corporate body, an affected nurse will concurrently be offered employment in the bargaining unit at any other Contracting Hospital which has openings for which the nurse is reasonably qualified during the period in which the nurse retains recall rights under Section [14](#). "Temporary Staffing Adjustments." Employment of a nurse under the provisions of this paragraph (E) shall be with full credit for all length of service credited by the former hospital employer for purposes of salary, educational increments, and vacation eligibility.

The hospital having the reduction of beds or services shall use its best efforts to assist displaced nurses in finding suitable registered nurse positions with other hospitals or health care facilities. Such efforts shall include continuing investigation of potential job openings and communication with other facilities as to availability, training, and experience of affected nurses and advising nurses of such information received.

F. Negotiation on Application of This Section [15](#). "Job Protection, Mergers, and Reduction of Beds":

The parties recognize that the provisions of this Agreement may not fully anticipate the nature of such changes as they are occurring or may occur in the future. It is agreed, therefore, that for any action for which notice may be required under the foregoing paragraph (A), the Minnesota Nurses Association and the affected hospital(s) will meet for negotiation and mediation of the application of this Section [15](#). "Job Protection, Mergers, and Reduction of Beds," and relevant Contract provisions to the then instant situation.

Any unresolved dispute arising from such negotiations and mediation will be determined in accordance with the arbitration procedure set forth in Section [21](#). "Grievance Procedure," of this Contract Agreement.

ANW/PEI Housekeeping Union Proposal #12

16. SCHEDULES AND POSTING:

B. Requested Additional Hours:

A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime and non-weekend bonus work shifts before such shifts are offered to casual part-time nurses. Nurses working extra shifts(s) shall, with two (2) hours' notice to the nurse, be cancelled prior to the implementation of Section [14](#). "Temporary Staffing Adjustments," Subsection [D](#). "Mandatory Low-Need Days," but such cancelled shift shall be counted as one of the three (3) allowable low-need days.

Definitions of Extra Shifts:

An extra shift is an additional shift that may be non-overtime, overtime, or a bonus shift scheduled either prior to the posted schedule or any shift that an RN agrees to work after the schedule is posted. In all cases, these shifts are above the RN's confirmed work agreement. The following definitions shall categorize those shifts:

Confirmed: Any shift that an RN agrees to work prior to the posted schedule or up to 24 hours prior to the requested shift. These shifts are subject to Section [14](#). "Temporary Staffing Adjustments."

Available: Any shift that an RN offers to work 24 hours or less prior to the start of that extra shift. These hours or shifts are not subject to confirmation or Section [14](#). "Temporary Staffing Adjustments." The hospital will cancel any "available" shift at least (30) minutes prior to the start of that shift.

It is recommended that when the nurse becomes available, she/he be advised that cancellation could occur up to 30 minutes prior to the start of the shift. If the nurse agrees, the 30-minute cancellation may be waived.

ANW/PEI Housekeeping Union Proposal #13

21. GRIEVANCE PROCEDURE:

- C. Step 3. If the grievance is not resolved in Step 2, either the hospital or Association may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays following receipt by the Association of the hospital's written reply to the grievance.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member within an additional five (5) days, such third neutral member shall be selected from a list of five (5) neutral arbitrators to be submitted by the American Arbitration Association.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association, the hospital, and the nurse. The decision shall be made within thirty (30) workdays following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the hospital and the Association.

The hospital and the Association or the representative of each designated in accordance with Step 3, may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

For all purposes of this Section [21](#), "Grievance Procedure," workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the hospital and the Association.

ANW/PEI Housekeeping Union Proposal #14

24. INSURANCE BENEFITS:

A. Health Insurance:

A nurse who terminates employment at or after age 55 or who meets Rule of 85 eligibility and is eligible and has applied for pension benefits under a pension plan for Minnesota Nurses Association members to which a hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the hospital at which the nurse was last employed, as such program is provided for in this section at the group rate and at the nurse's expense. Such nurse shall be entitled to continue this coverage until such time as both the nurse and her/his spouse qualify for Medicare, at which time the coverage will terminate.

This benefit continuation period is in addition to any C.O.B.R.A. benefits that may apply.

An additional hospitalization insurance provision effective June 1, 1995, relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14. "Temporary Staffing Adjustments," Subsection E. Layoff, of this Contract Agreement.

4. Regularly scheduled full- and part-time nurses who are participating in the hospital's health and hospitalization insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6. "Part-Time Nurses," Subsection C. Part-Time Increments, Vacation, and Sick Leave (Section 6.C.3), or to a casual part-time status, may continue employee and dependent coverage in the group hospitalization and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.

5. Copies of each Summary Plan Description shall be furnished promptly to MNA as well as to all eligible nurses. MNA shall be furnished policies, specifications, and related information upon request.

C. Long-Term Disability:

The hospital shall provide and pay the full cost of a long-term disability insurance program for full-time nurses and regularly scheduled part-time nurses averaging forty-eight (48) compensated hours or more per two- (2) week payroll period. The basic provisions of the plan shall include the following:

1. Effective June 1, 2001, nurses shall receive 65% of wage replacement to a maximum monthly benefit payment of \$6000 of covered monthly compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in Section 4. "Salary" of this Agreement, including educational increments, but excluding all other compensation. Monthly payments shall be offset by any payments arising from the nurse's employment, received by the nurse or dependents under

the Federal Social Security Act, under the Minnesota Workers' Compensation Act, and under any employer-sponsored pension plan.

C. Life Insurance:

The hospital shall provide and pay the full cost of a group term life insurance program for full-time nurses and part-time nurses meeting the hours requirement in Section 6. "Part-Time Nurses," Subsection C. Part-Time Increments, Vacation, and Sick Leave (3), of this Agreement. The Plan shall include the following basic provisions:

E. Dental Insurance:

The hospital shall provide and pay the full cost of an employee-only group term dental insurance program for full-time nurses and regular part-time nurses who elect the Delta Dental 6450 benefit option or the Dental Choice benefit option and meeting the hours requirement in Section 6. "Part-Time Nurses," Subsection C. Part-Time Increments, Vacation, and Sick Leave, of this Agreement. The plan shall include the following basic provisions:

G. Insurance Premiums During Leaves of Absence:

The hospital shall continue payment of all insurance premiums in the manner and amount provided in this Section 24. "Insurance Benefits," during any leave of absence of thirty (30) days or less.

Nurses on a leave of absence because of inability to work due to illness, injury, or disability shall have premiums paid for a maximum period of twelve (12) months from the commencement of the absence due to the illness, injury, or disability.

Nurses on an unpaid leave of absence due to illness, injury, or disability covered by workers' compensation shall have the employer's portion of the insurance premiums paid for a maximum period of twenty-four (24) months from the commencement of the unpaid absence due to the illness, injury, or disability. For purposes of this section, unpaid leave of absence refers to periods during which the nurse is no longer eligible for insurance benefits paid by the hospital due to work-related illness, injury, or disability absence.

This is in addition to, and would occur before, any C.O.B.R.A. rights the nurse has.

During the foregoing periods, the nurse shall remit to the hospital any portion of the insurance premium normally paid by the nurse when actually at work. After the twelve (12) or twenty-four (24) month period specified above, a nurse may continue employee and dependent participation in the group insurance programs provided in this Section 24. "Insurance Benefits," at the group rate at the nurse's expense so long as the nurse continues to be in the employ of the hospital.

ANW/PEI Housekeeping Union Proposal #16

28. ASSOCIATION SECURITY:

H. Termination for Failure to Pay Dues or Fees:

Any nurse who fails to pay the service fee or dues required by the Agreement shall, upon written notice of such action from the Association to the Hospital, be terminated by the hospital within fourteen (14) calendar days. The Association will also send a copy of such notice to the nurse. The Association will hold the hospital harmless from the claims of any nurse so terminated. If a nurse alleges that she or he has been discharged contrary to the provisions of this Paragraph (H), the question shall be regarded as a grievance and submitted to the grievance procedure as set forth in Section 21. "Grievance Procedure," of this Contract Agreement.

ANW/PEI Housekeeping Union Proposal #17

35. DEFINITIONS:

B. Part-time:

The term "part-time" applies to any nurse employed by the hospital to work, and working less than eighty (80) hours in a two-week payroll period.

2. Casual Part-Time:

Effective June 1, 2004, the term "casual part-time" applies to any part-time nurse .4 FTE to less than full-time which are employed by the hospital to supplement its full-time and regularly scheduled part-time staff according to Section 6. "Part-Time Nurses."

3. Per Diem Nurses:

The term "per diem" applies to any nurse employed in a per diem position according to Section 6. "Part-Time Nurses," subsection H. Per Diem Program.

4. Retired Nurse Working Status:

Applies to any nurse employed by the hospital according to the terms outlined in Section 6. "Part-Time Nurses."



Minnesota Nurses Association proposals to Abbott Northwestern Hospital and Phillips Eye Institute

March 15, 2019

ANW/PEI Union Proposal #1

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following definition to the Section.

DEFINITIONS

The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients. Delivery of care is directed toward promotion and restoration of health, prevention of disease, and care of the sick and disabled.

The practice of professional nursing includes independent nursing functions and delegated medical functions which may be performed in collaboration with other healthcare team members.

The term "assistant head nurse/assistant clinical nurse manager" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering, and evaluating nursing care given on a station unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development, and giving direct patient care.

The "R.N." credential will be used in the title for all bargaining unit registered nurses. The initials "R.N." or title "registered nurse," alone or in combination, will be restricted to refer only to a registered nurse.

The term "shift" is the number of hours worked and the period of time when those hours are to be worked (e.g. day/evenings) as written in the nurses' work agreement.

THIS AGREEMENT is made and entered into by and between the undersigned Hospital and the Minnesota Nurses Association.

ANW/PEI Union Proposal #2

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to Read:

RECOGNITION:

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses and assistant head nurses/assistant clinical nurse manager (ACNM) or its equivalent employed in the hospital. The Hospital agrees to not challenge the supervisory/managerial status of any bargaining unit member during the term of this agreement and until a successor agreement is negotiated.

ANW/PEI Union Proposal #3

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Move Language from 1st paragraph and create a new subsection 10:

3. HOURS:

10. Each station/unit will be accountable for the development of a break plan; this will include the definition of a break and coverage available for RNs to receive breaks. A nurse will not be required to remain on the unit or available for patient care during any unpaid meal or paid rest break.

ANW/PEI Union Proposal #4

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to Read:

3. HOURS:

F. Relieving a Head Nurse/ Supervisory Non-Contract Position :

When a staff nurse performs the duties of a head nurse/supervisor, ~~she or he the nurse~~ shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift ~~of work~~ consisting of at least eight (8) hours of work. However, under no circumstance should this temporary assignment last longer than six (6) months and while serving in this capacity, the temporary manager will not administer disciplines nor evaluate staff.

ANW/PEI Union Proposal #5

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to Read:

3. HOURS:

J. Weekend Scheduling Program:

The hospital may establish flexible scheduling plans providing work schedules of only two twelve (12) hour shifts (Friday and Saturday or Saturday and Sunday) or three (3) eight (8) hour shifts (Friday, Saturday, and Sunday). A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program. Plans established under this section shall be subject to the following conditions:

1. The Weekend Scheduling Program developed under this program shall be within a consecutive period between 7:00 a.m. Friday and 7:30 a.m. Monday.
2. A nurse electing this program will be scheduled to work two (2) twelve (12) hour or three (3) eight (8) hour shifts on consecutive days during the fifty-six (56) hour period on every weekend. The nurse will receive their regular rate of pay plus an hourly differential of ten dollars (\$10.00) for each hour worked under this agreement. Applicable preceptor and charge pay will continue to be paid. All hours worked in addition to the Weekend Scheduling Program will be paid at the nurse's regular rate of pay unless overtime rates apply. Nurses designated as preceptors or charge will continue to receive such pay.

ANW/PEI Union Proposal #6

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to Read:

3. HOURS:

K. Time Off After the Schedule is Posted:

The hospital and the Minnesota Nurses Association agree that nurses need to have the ability for short-term flexibility in their schedule.

1. It is agreed that:

- a. Vacation targets will be identified by January 1 on a year-to-year basis in accordance with the formula provided for in Section 9. "Vacation," Subsection D. Vacation Scheduling, and with MNA input. If vacation targets are altered, MNA will have the option of reviewing the hours. Vacation targets will remain consistent and not be adjusted to compensate for vacant positions or medical leaves unless the manager reviews the need to adjust the targets temporarily with MNA. The calendar of available vacation shifts per day will be posted and made available for nurses to review at all times. The calendar will be updated as vacations are granted. Available vacation days to bring the unit to vacation targets will be posted when the unit schedule is posted.
- b. If vacation shifts are available, a nurse may request a maximum of two additional single vacation days per week. This opportunity will be limited to vacation targets and may not be available in peak vacation months.
- c. If weekend vacation shifts are available, they may be used and not counted against the total number of weekend vacation shifts the nurse is eligible to take on a year-to-year basis. ~~Eligibility for vacation shift sign-up on weekends will be limited to four (4) shifts per calendar quarter for every other weekend staff and two (2) weekend shifts for every third weekend staff.~~

ANW/PEI Union Proposal #7

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to Read:

3. HOURS:

K. Time Off After the Schedule is Posted:

2. If a vacation shift is not available, a nurse may replace the shift with another equally qualified regularly scheduled part-time nurse from the same unit or cross trained nurse from the community. Casual nurses may ~~not~~ be used for replacement above their shift requirement. Replacement will not result in overtime.

Nurses ~~working eight (8) hour shifts~~ may replace themselves up to one hundred percent (100%) of their FTE during the calendar year.

~~Nurses working flexible schedules may replace themselves a maximum number of shifts as follows: .9 FTE = four (4) days; .75 FTE = three (3) days; .6 FTE = one (1) day.~~

~~(For example: A nurse working .8 FTE can replace themselves up to eight (8) shifts per calendar year.)~~

~~In both cases 1 and 2,~~ The change in schedule will be requested no less than 48 hours in advance. Requirements for clinical expertise and charge nurse assignment must be met. The nurse must use vacation hours for the requested schedule change. The CNM or her/his designee must approve all schedule changes.

ANW/PEI Union Proposal #8

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to Read:

4. SALARY:

E. Reduction of Hours

In January and June of each year, a registered nurse may request to reduce her/his work agreement. This agreement excludes designated roles such as Assistant Head Nurses and Care Coordinators. This reduction will be granted in the first schedule of April and September. Any nurse who is granted a reduction in hours will not be subject to an extra shift bonus, if there is one in place, for three (3) months following the reduction. This exclusion does not include the weekend bonus. A nurse may request a reduction in hours once in a 12-month period or after returning from a medical/maternity leave. After a reduction in hours, nurses will not be eligible for benefits as outlined in Section 6. "Part-Time Nurses," Subsection J. Increase in Part-Time Hours (Creep) for a period of one (1) year. If an RN working in a department with fewer than 20 regularly scheduled nurses requests a reduction in hours which results in an open .3 position or less, the reduction may be delayed for a maximum of six months.

ANW/PEI Union Proposal #9

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to Read:

4. SALARY:

M. Straight Night Time-Off Bonus:

In addition to the above, a full-time nurse working a permanent night shift for at least six (6) months shall receive a time-off bonus of two and one-half (2½) days with pay at the end of each six (6) month period. At the option of the nurse, pay in lieu of time off may be elected. Part-time nurses working a permanent night shift for at least six (6) months shall receive a time-off bonus prorated from the above number of days, or pay in lieu thereof, for each six (6) months of permanent night assignment. If the nurse has not taken the time off bonus or elected the pay in lieu of option within six (6) months of being eligible for the bonus, the hospital will automatically pay the nurse in lieu of pay for the time not be utilized.

ANW/PEI Union Proposal #10

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to Read:

6. PART-TIME NURSES:

B. Part-Time Holidays:

[Beginning at the 3rd Paragraph]

New Year's Eve and New Year's Day Pay and Hours:

New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the evening shift which begins on December 31 through the end of the evening shift which began on January 1. The above notwithstanding, if a nurse works more than one (1) shift during the thirty-two (32) hour period on New Year's, she or he shall receive pay at the rate of time and one-half (1½) for all hours worked on the holiday and shall receive in addition, one (1) hour of holiday pay for each hour worked, including overtime, on one (1) shift during this thirty-two (32) hour period. ~~If more than one (1) shift is worked during the thirty-two (32) hour period, the first shift shall be the one for which the holiday pay is received.~~

Twenty Calendar Year Holiday Exemption:

Nurses who have been hired to work 0.4 FTE or above ~~and work in departments that work three of six holidays~~ with twenty (20) calendar years of service will not be required to work holidays as specified in Section 8. "Holidays" of this contract agreement. If there are more nurses eligible for holidays off than are available to work holidays, the parties agree to jointly develop a process on how to staff the holiday.

Annual Holiday Sign-Up:

Each station/unit/department will post an annual holiday sign-up. This sign-up will take place in the first full pay period in September for the following calendar year. The sign-up will include the holiday only. Nurses will sign up according to seniority, most to least, for Christmas every other year and Thanksgiving and New Years on the alternate year and a total of three holidays. An RN who wishes to work greater than three of six holidays will not be denied the opportunity to work and be paid the holiday bonus.

In an area where the operational need does not necessitate nurses to work twenty-four (24) hours a day seven (7) day a week, the hospital and the Union will meet to develop a holiday scheduling process. This process will be fair, equitable and meet the needs of the department. However, the negotiated holiday schedule shall not conflict with Section 8 "Holidays for full-time nurses" regarding the number of holidays a nurse is required to work.

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than three (3) of the six (6) following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas in any calendar year. The birthday holiday, if worked, does not count towards the three (3) out of six (6) requirement. A nurse who works more than the three (3) of the six (6) specified holidays shall be paid an additional fifty dollars (\$50.00) for each full holiday shift. A holiday bonus payment shall not be paid if an additional holiday is worked as a result of nurses voluntarily exchanging hours.

ANW/PEI Union Proposal #11

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

6. PART-TIME NURSES:

E. Casual Part-Time:

The following provisions shall apply to nurses who are hired as casual status or who transfer to casual status and for all casual nurses as of June 1, 2003:

1. Registered nurses may, with six (6) weeks' notice, transfer to casual status. All casual nurses will be considered to be working a flexible schedule as provided in Section 3. "Hours," Subsection H. Flexible Work Schedules, and will be covered by its provisions except that the nurse will be scheduled eight-(8) hour shifts unless the nurse agrees on a shift-by-shift basis to work a shift of other than eight (8) hours. A casual nurse who has signed up for a shift 24 hours prior to the shift is expected to work that shift. Before mandatory low-need days are assigned to part-time regularly scheduled staff according to Section 14. "Temporary Staffing Adjustments," Subsection D. Mandatory Low-Need Days, casual staff will be cancelled at the hospital's discretion. A casual nurse shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse was scheduled or agreed to work. ~~All casual nurses are required to work one holiday shift per year, and every other year it will be a Christmas shift.~~ All competencies and the completion of required evaluations will be maintained year to year. If a casual nurse does not work during a four-(4) week schedule and there are open shifts, casual status will be terminated.

ANW/PEI Union Proposal #12

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

6. PART-TIME NURSES:

H. Per Diem Program:

3. ~~One holiday shift is required per year, with one Christmas shift being that holiday every other year. Hours worked on the holiday will be paid at the rate of time and one-half for the applicable shift.~~

ANW/PEI Union Proposal #13

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

8. HOLIDAYS FOR FULL-TIME NURSES:

A. Paid Holidays:

A nurse who requests a vacation shift or benefits under Short-Term Flexibility for Time Off, Section 3 "Hours," for the Easter holiday will not have that time counted against the number of weekend shifts a nurse is eligible to take on a year-to-year basis.

Annual Holiday Sign-Up:

Each station/unit/department will post an annual holiday sign-up. This sign-up will take place in the first full pay period in September for the following calendar year. The sign-up will include the holiday only. Nurses will sign up according to seniority, most to least, for Christmas every other year and Thanksgiving and New Years on the alternate year and a total of three holidays. An RN who wishes to work greater than three of six holidays will not be denied the opportunity to work and be paid the holiday bonus.

ANW/PEI Union Proposal #14

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

8. HOLIDAYS FOR FULL-TIME NURSES:

B. Christmas Eve and Christmas Day:

A nurse shall have the option to either 1) be paid at the rate of double time for each hour worked from 3:00 p.m. Christmas Eve to 11:30 p.m. Christmas Day and shall be given one hour ~~eight (8) hours~~ of compensatory straight time off for each hour worked within a four (4) week-period before or a four (4) week period after said holiday (to be the equivalent of triple time pay) or 2) be paid, in addition to the regular rate of pay for all hours worked, two (2) hours of straight time pay for each hour worked during this period (to equal triple time pay).

ANW/PEI Union Proposal #15

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

8. HOLIDAYS FOR FULL-TIME NURSES:

C. New Year's Eve and New Year's Day Holiday:

~~A nurse shall be paid at the rate of time and one-half (1½) for hours worked on New Year's Day and shall be given eight (8) hours of compensatory straight time off within a four (4) week period before or a four (4) week period after said holiday. For purposes of this Section "Holidays," and also Section "Part-Time Nurses," Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which began on December 25; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift which began on December 31 through the end of the relief shift which began on January 1.~~

A nurse shall have the option to either 1) be paid at the rate of time and one-half (1 ½) for each hour worked from 3:00 p.m. New Year's Eve to 11:30 p.m. New Year's Day and shall be given one hour compensatory straight time off for each hour worked within a four (4) week-period before or a four (4) week period after said holiday (to be the equivalent of double time and one-half (2 ½) pay) or 2) be paid, in addition to the regular rate of pay for all hours worked, time and one-half (1 ½) hours of straight time pay for each hour worked during this period (to equal double time and one-half (2 ½) pay).

ANW/PEI Union Proposal #16

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

8. HOLIDAYS FOR FULL-TIME NURSES:

H. Holiday Scheduling:

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day.

In an area where the operational need does not necessitate nurses to work twenty-four (24) hours a day seven (7) day a week, the hospital and the Union will meet to develop a holiday scheduling process. This process will be fair, equitable and meet the needs of the department. However, the negotiated schedule shall not conflict with this section regarding the number of holidays a nurse is required to work.

A full-time nurse shall not be expected to work more than three (3) of the six (6) specified holidays in this section in any calendar year.

A non-15 year full-time nurse who works more than three (3) of the six (6) specified holidays shall be paid an additional fifty dollars (\$50.00) for each full holiday shift. A holiday bonus shall not be paid if the additional holiday is worked as a result of nurses voluntarily exchanging hours.

I. No Holiday Work for 15-Year Full-Time and 20 Calendar Year Nurse:

A full-time nurse who has fifteen (15) ~~continuous~~ calendar years of service in the bargaining unit shall not be required to work on the holidays specified in this section. This exemption also applies to a nurse who is regularly scheduled to work .9 with 12-hour shifts who has fifteen (15) ~~continuous~~ calendar years of service in the bargaining unit.

Nurses with twenty (20) or more ~~continuous~~ calendar years of service in the bargaining unit who are regularly scheduled to .4 or greater ~~in departments that work three of six holidays~~ will not be required to work the above referenced holidays. The Association and the hospital agree to develop a process to be implemented when holiday staffing is insufficient due to the number of nurses who are eligible to have a holiday off. Nurses who are exempt from working holidays will not be required to work on call on the holiday.

If a nurse who is holiday exempt works an eight- (8) hour or longer shift on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas, that nurse shall be paid an additional fifty dollars (\$50.00) for each holiday worked. This bonus payment shall not be paid if the holiday shift is worked as a result of nurses voluntarily exchanging hours.

J. Night Shift Holiday:

The night shift holiday will begin at ~~4:00~~7:00 p.m. the night before the holiday and end at 7:30 a.m. the day of the holiday. Permanent eight (8) hour and twelve (12) hour night shifts that are scheduled to work the Fourth of July or Thanksgiving will be scheduled to work the night shift before the holiday and the night shift of the holiday. Nurses that have the holiday off will receive the night before and the night of the holiday off.

ANW/PEI Union Proposal #17

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ

9. VACATIONS:

D. Vacation Scheduling:

1. The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater bargaining unit seniority length of employment in the hospital as defined in Section 14 "Temporary Staffing Adjustments" shall be given preference. Where a hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

No other qualifications on the scheduling of vacations shall be applied except as set out in this Agreement or as required by unavoidable situations in which granting of requested vacation time would have the effect of depriving patients of needed nursing service.

2. Eligibility for Weekends Off:
Nurses working less than every fourth (4th) weekend may not utilize vacation on their weekend to work but, the nurse may replace themselves on the schedule or trade shifts.

ANW/PEI Union Proposal #18

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

ADD A NEW SUBSECTION 3. UNDER D.

9. VACATIONS:

D. Vacation Scheduling:

3. Nurses that utilize paid time off to attend seminars that occur over the summer months, Memorial Day through Labor Day shall not be required to utilize a week's vacation time in order to attend a seminar. The nurse may request (e.g. one (1) day of vacation time to attend a one (1) day seminar) less than a week's vacation time to attend the seminar. This subsection is not intended to circumvent the summer staffing schedule for regular summer vacation requests.

ANW/PEI Union Proposal #19

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

10. LEAVE WITH PAY FOR ILLNESS/INJURY:

E. Process for Addressing Patterns of Unavailability:

2. c. Leave with pay hours for unscheduled absences for which the employee doesn't have sick time or replaces with vacation time will be included in the review. Approved medical LOA, FMLA, workers' compensation, funeral leave, voluntary or mandatory low-need days, sick days covered by a physician's note and critical illness or death in the family will not be included in the review.

ANW/PEI Union Proposal #20

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

12. HEALTH AND SAFETY:

D. Exposure to Blood or Body Fluids:

Following a job-related exposure to blood or body fluids, the hospital will provide, upon request of and without cost to the affected nurse, screening for blood borne diseases to include but not limited to, HIV and HepatitisAIDS. Such screening shall be done by a reputable independent laboratory and confidential results shall be provided to the nurse. Results shall not be a part of the nurse's personnel or employee health record.

Any policy developed by the hospital relating to the post-exposure management of blood-borne disease shall be consistent with the following:

ANW/PEI Union Proposal #21

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify the following Language

14. TEMPORARY STAFFING ADJUSTMENTS:

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this Contract to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

A. Definitions:

The following terms shall be defined as follows:

1. "Clinical Group/Community " means a unit or group of units which require similar nursing skills.

3. e. Seniority Lists:
A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the hospital ~~each six (6) months~~ monthly and provided to the Minnesota Nurses Association.

ANW/PEI Union Proposal #22

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify the following Language

16. SCHEDULES AND POSTING:

C. Posting and Filling of Positions:

2. ~~Critical Care Pre-Screening Exam:
Prior to being considered for a position in any Critical Care Unit (ICU, ED, PACU, Critical Care Float Pool), the RN must take a pre-screening exam. The passing score shall be 80% or greater. The exam results will be reviewed with the RN. The hospital will identify areas for improvement, if appropriate. If the RN does not pass the exam, the RN must wait six months before retesting and reapplying for a critical care position.~~

ANW/PEI Union Proposal #23

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify the following Language

20. LABOR MANAGEMENT PRINCIPLES AND ACTIVITIES:

Principles the parties have agreed to related to professional practice staffing and scheduling and health and safety are outlined below:

1. Professional Practice:

~~Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates in case management with other health care professionals. Only a registered nurse in a supervisory role will evaluate the professional nursing practice of a bargaining unit registered nurse. Minnesota Nurses Association Representatives will be included in any care delivery changes, including cost reduction initiatives.~~

~~Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse.~~

~~Only the registered nurse will receive the physicians' telephone and verbal orders which are to be implemented by the nursing staff.~~

PROFESSIONAL NURSING PRACTICE

Practice Philosophy: Management will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual practice.

Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates with other health care professionals in case management.

There is no substitute for professional judgment. All decisions to delegate nursing care must be based on the safety and welfare of the client. The employer and co-workers must support registered nurses and share responsibility to provide safe, high quality patient care. The registered nurse plans, coordinates, and manages the nursing care of patients. Other workers have a place and are equipped to assist, not replace, the registered nurse in patient care. Nursing is a knowledge-based discipline and cannot be reduced to a list of tasks.

Only a registered nurse will evaluate the professional nursing practice of a bargaining unit registered nurse.

Delegation: Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or Hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse.

Only the registered nurse will receive the physician's telephone and verbal orders which are to be implemented by the nursing staff.

Ethics: The hospital shall support an ad hoc Nursing Bedside Ethics group to assist nursing staff in dealing with ethical issues. The group will convene as mutually agreed upon by labor and management.

At least one bargaining unit nurse will be selected by the Association to serve on the Hospital Bioethics Committee.

Allina and the Association will support on-going education about the ANA Code of Ethics for Nurses (bargaining unit, educators, managers, administrators, specialists, etc.).

Reporting of Errors: It is Allina's intent to develop a system of blameless reporting of errors that recognizes the complexity of our systems. It is our goal to create a just culture recognizing individual and organizational accountability that includes:

1. Identifying errors
2. Focusing on understanding what caused the error
3. Implementing changes to prevent recurrences
4. Limiting discipline only to misconduct or impairment

Floating: When a nurse is floated to a unit or area where the nurse receives an assignment that she or he feels she or he cannot safely perform independently, the nurse has the right and obligation to request and receive a modified assignment which reflects the nurse's level of competence.

Non-Nursing Functions: The Hospital will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.

Changes in the Health Care Delivery System Impacting Nursing Practice: The Association and the Hospital recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe, quality patient care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost-efficient basis which recognizes the accountability of the registered nurse in accordance with the Minnesota Nurse Practice Act, ANA Code of Ethics for Nurses, and the Joint Commission on Accreditation of Healthcare Organizations.

Nursing Care Delivery Committee: There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairs - one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee shall be paid at straight time for meeting time spent in serving on this Committee.

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. Individual registered nurses and/or nurse managers/leaders may bring concerns about proposed changes in, or problems related to, hospital practices/policies which impact on patient care and nursing practice to the Nursing Care Delivery Committee (NCDC). Unresolved issues related to the equipment/technology at the unit level may be brought to the LMC for discussion and determination of the next steps. Involved bargaining unit nurses and management personnel have the responsibility to attend NCDC meetings to respond to the concerns and to mutually reach resolution to the issues and concerns. The Committee may appoint a task force as it deems appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including

committees at department levels or unit levels that relate to the type of changes referred to below shall be routinely shared with all members of the committee.

Committee Role and Functions:

1. The Committee, through use of a joint decision making process, has the authority and accountability to specify the role implementation of the registered nurse in the patient care delivery system of the organization and the application of the nursing process in that delivery of patient care.
2. The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care which may include the ANA Quality Indicators. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence.
3. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. If there is consideration of changing the person or position performing a patient care task or procedure, the proposed change will be brought before the NCDC for consideration, evaluation, and consensus prior to any implementation. This will include any consideration of including patient care tasks or procedures in the position descriptions of non-direct care employees. Bargaining unit nurses will be involved in any patient care redesign initiatives, including those related to cost reduction. The Committee is responsible for, and has the authority to, identify the appropriate use of assistive nursing personnel and define the reporting relationship of assistive nursing personnel. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.
4. Plan and facilitate (a) the process(es) by which Allina Finance and the Association leaders will discuss budget assumptions and (b) the process by which Association leaders actively participate in the development of Allina Nursing and Patient Care budgets.
5. Jointly determine changes in the registered nurse hours per patient day for the planned/budgeted staffing matrix/grid. Changes in the nursing hours per patient day and/or skill mix for planned/budgeted matrix development will be jointly determined by this Committee.

6. The Committee will develop and implement an evaluation tool to assess the effectiveness of staffing matrix/grid changes. This tool will include an assessment of whether patient care needs and cost parameters were met. The outcomes of the assessment will be used to make further decisions in staffing and skill mix, especially in regard to a criteria-based nurse-patient assignment system which categorizes patients in no more than four (4) groups which reflects acuity, intensity, and activity.
7. Pilot Projects: Pilot programs involving the type of changes referred to in preceding paragraphs that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.
8. Committee Development: The Labor Management Committee will jointly develop a process or mechanism to assure consistent Association representation on hospital committees, task forces, and work groups, including the hospital's Biomedical Ethics Committee, which requires registered nurse participation.
9. Committee Mergers: By mutual agreement, the functions of the Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.
10. Excellence in Nursing Award: As part of the recognition of National Nurses Week, the hospital will establish an annual "Excellence in Nursing Award" to be awarded to bargaining unit nurses and others. A joint MNA/management panel will determine the recipients of such award.
11. Committee Powers and Impasse Resolution: The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.
12. Required Education: At least quarterly, the committee will review required education for opportunities to consolidate and recommend methodologies to enhance learning.
13. Patient Care Equipment: The hospital will seek and consider staff nurse input before purchasing equipment that nurses would regularly be expected to use in performing their patient care duties.

The provisions of this Section have been established for the discussion and good faith consideration of the subjects included within the scope of this Section. It is the intent and desire of the parties that mutual agreement be reached on these subjects. If the Committee is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Committee in attempting to find solutions to areas of disagreement. The mediator may be chosen from the Federal Mediation and Conciliation Service or from other sources as the Committee may determine.

In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until a conflict resolution process is observed.

15. Acuity (Levels of Care) and Activity Evaluation:
MNA and management, which includes the representation from system quality function, will meet and develop an acuity tool ~~continue to utilize the acuity (Levels of Care) and activity tool developed in the 1998-2001 negotiations~~ to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity. The charge nurse using professional nursing judgement will have the authority to override any acuity tool.

ANW/PEI Union Proposal #24

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY THE FOLLOWING LANGUAGE

21. GRIEVANCE PROCEDURE:

The hospital and the Minnesota Nurses Association desire that each registered nurse have a means by which grievances may be given timely, fair, and continued consideration until resolved. In order to facilitate confidence in this procedure, a nurse shall not be subject to criticism or reprisal for using the grievance procedure.

A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement.

- A. Step 1. The Union/nurse will informally discuss the grievance with the nurse's first level supervisor above an assistant head nurse.

LOUs

LOU's to remain in effect upon ratification: #1, #2, #3, #4, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #17, #18, #20, #21, #23, #24

The Union is proposing that the following LOU's to be deleted from the CBA: #5, #16, #19, #22, #25



Minnesota Nurses Association proposal to Mercy Hospital

March 15, 2019

Mercy Union Proposal #1

ARTICLE 3 - HOURS

K. Weekend Scheduling Program (Effective June 1, 2007): The Hospital may establish flexible scheduling plans providing work schedules of two (2) twelve- (12) hour shifts (Friday, Saturday, and Sunday) or three (3) eight- (8) hour shifts (Friday, Saturday, and Sunday). A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program. Plans established under this section shall be subject to the following conditions:

1. The Weekend Scheduling Program developed shall be within a seventy-two (72) consecutive hour period between 7:00 a.m. Friday and 7:00 a.m. Monday.
2. A nurse electing this program will be scheduled to work two twelve- (12) hour shifts or three (3) eight- (8) hour shifts on consecutive days during the above period on every weekend. The nurse will receive their regular rate of pay plus an hourly differential of ten dollars (\$10.00) for each hour worked under this agreement. All hours worked in addition to the Weekend Scheduling Program will be paid at the regular rate of pay unless overtime rates of pay apply. Nurses designated as preceptors or charge will continue to receive such pay in addition to the weekend scheduling program differential.
The weekend differential shall be paid for benefit time used.
3. A nurse working two (2) twelve- (12) hour or three (3) eight- (8) hour weekend shifts on the Weekend Scheduling Program shall be credited for each hour worked toward accumulation of all contractually provided benefits, including pension and seniority.
4. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled eight- (8) or twelve- (12) hour weekend shift, the nurse will receive one (1) hour of pay for each hour worked on the partial shift and, in accordance with Section 15 B, will be given one (1) hour credit toward benefits for all hours lost.
5. Vacation and sick leave used shall be paid and deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued.

Mercy Union Proposal #2

ARTICLE 3, SECTION C - HOURS

8. Nurses may give away up to ~~six~~^{three} (~~6~~³) shifts per calendar year without use of benefit time.
 - a. The nurse must find a non-overtime, non-bonus RN replacement, not including pickup of shifts by per diem.
 - b. Extra shifts worked in excess of regularly scheduled hours may be applied instead of utilizing benefit hours to complete the appropriate number of paid hours in the pay period.
 - c. Extra shifts may occur between adjacent pay periods.
 - d. Extra shifts may not be overtime.

Mercy Union Proposal #3

ARTICLE 3 - HOURS

- D. Start Times: The number of unit start times currently in place shall not be changed and/or increased unless the proposed new start time has met criteria established and approved by the designated labor management committee. Both parties must mutually agree to the new start time prior to its implementation on the unit. The development of a new start time shall not negatively impact any other nurse. Nurses shall be scheduled start times by seniority.

Mercy Union Proposal #4

ARTICLE 4 - SALARY

1. Double Back Pay: RNs shall be paid a premium of one-half (1/2) their base rate of pay for hours worked after receiving less than ten (10) hours off between any shifts regardless of hours worked in either shift. Double back pay will not be paid for hours worked as a result of RNs voluntarily exchanging hours, for meetings, and education offerings (excluding mandatory education) that result in less than ten (10) hours between shifts.

Mercy Union Proposal #5

ARTICLE 6 – PART TIME NURSES

E. Casual Part-Time: There shall be established and maintained within each Hospital, a pool of casual part-time nurses employed by the Hospital to be utilized to supplement the full and regularly scheduled part-time staff. A casual part-time nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the Hospital. A casual part-time nurse is not assured the availability of work on a regular continuing basis. A casual part-time nurse is not obligated to report to duty each time she or he is requested to work. Casual part-time nurses ~~may shall~~ be assigned a single station unit ~~and/or~~ may be utilized to float to their companion unit among station units.

1. Regular Casual: To maintain casual part-time status, the following shall apply:
 - a. Regular casual Registered Nurses will be required to work two (2) shifts per four- (4) week schedule, one of which would need to be a weekend shift and one of which would need to be an evening or night shift, as long as there are open shifts. Nurses will only be required to pick up open shifts on their home unit.
 - b. For all regular casual Registered Nurses, working an evening or night shift on a weekend satisfies both the shift and weekend requirement for one (1) open shift.
 - c. Variation on the above requirement for units not operating 24/7 would be determined by mutual agreement at the Staffing Advisory Committee.
 - d. Failure to work the required open shifts will result in the initiation of progressive discipline.
 - e. Shifts picked up for regularly scheduled RNs will count towards the requirement.

Mercy Union Proposal #6

ARTICLE 10, SECTION E - VACATION SCHEDULING

See also: Vacation Process (Action Plan 2004)

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in Section 15, "Temporary Staffing Adjustments, Low-Need Days, and Layoff," shall be given preference. Where a Hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

No other qualifications on the scheduling of vacations shall be applied except as set out in this Agreement or as required by unavoidable situations in which granting of requested vacation time would have the effect of depriving patients of needed nursing service.

If a nurse who has scheduled vacation approved terminates their employment prior to those scheduled dates, those targets shall be returned to the unit for use.

Mercy Union Proposal #7

ARTICLE 11 SICK LEAVE

- D. Unscheduled Absences/Patterns of Unavailability: The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which sick time is paid or unpaid. This may include a pattern of unscheduled absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. This may also include single days that regularly occur each pay period ~~or month~~. Leave without pay hours for unscheduled absences for which the employee doesn't have sick time will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, and voluntary or mandatory low-need days, will not be included in any review.

Mercy Union Proposal #8

ARTICLE 11 – SICK LEAVE

E. Sick Leave Reduction Incentive Plan: The incentive plan is as follows:

The Hospital will measure paid leave for illness and injury hours per eligible FTE (full-time equivalent). Eligibility will be determined as follows:

1. Nurses regularly scheduled .9 FTE to 1.0 FTE using less than or equal to 24 hours sick time in a W-2 payroll year will receive a payment equal to 1% of annual wages, ~~not to exceed \$400.~~
2. Nurses regularly scheduled .6 FTE to .8 FTE using less than or equal to 16 hours sick time in a W-2 payroll year will receive a payment equal to 1% of annual wages, ~~not to exceed \$300.~~
3. Nurses regularly scheduled .4 FTE to .5 FTE using zero hours sick time in a W-2 payroll year receive a payment equal to 1% of annual wages, ~~not to exceed \$150.~~

A nurse who has worked additional hours above his/her FTE shall have those hours counted in determining eligibility for 1, 2, or 3 above.

Sick time hours used by a nurse to replace or supplement income lost due to a workers' compensation injury shall not be counted in determining eligibility for payments under this section.

Unless otherwise agreed to, the payment will be made on or before May 1 of each calendar year.

Mercy Union Proposal #9

ARTICLE 13 – HEALTH PROGRAM

- B. Vaccinations / Immunizations: Vaccinations Allina recommends and/or requires will be provided at no cost to nurses covered by this contract.

When a nurse declines vaccination and the Minnesota Department of Health and/or another federal or state agency requires disclosure of personal medical information, the Association and the Hospital shall develop a mutually agreeable process for the nurse to provide the required information directly to the regulatory agency.

New Immunizations: Whenever the Hospital wishes to recommend a given immunization to any bargaining unit employee, the Union and the Hospital will negotiate the proposed implementation process. If unable to reach an agreement, the grievance arbitration process will be utilized to resolve the disagreement. Such negotiation will include the feasibility of implementation and the information necessary for the nurse to make an informed decision to accept or decline a given immunization. Nurses have the right to know the consequences of declining the new immunization, which may include possible side effects and the potential reassignment from the nurse's current work setting but may not include termination of the nurse's employment or transfer to a non-union position.

Mercy Union Proposal #10

ARTICLE 14 – LEAVE OF ABSENCE

A. Maternity/Paternity/Adoption: Leave of absence without pay will be granted to nurses for maternity/paternity for a period of up to one (1) calendar year as follows:

1. For a period of up to four (4) calendar months of the leave commencing at or after the date of delivery, or an earlier date if requested by the nurse for a non-medical reason, including the period of accumulated sick leave, during or at the conclusion of which, the nurse will be returned to her or his previous position. In the event a nurse is disabled for a period in excess of four (4) calendar months following delivery, the nurse will retain her or his right to her or his previous position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater.
2. For a period of an additional four (4) calendar months, during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
3. If a nurse desires additional time off, the nurse may receive an additional four (4) calendar months or whatever time is remaining that would not cause the entire leave to exceed a total of twelve (12) months. During this leave period, the Hospital may permanently fill the nurse's position. Upon returning from the leave, the nurse will be given the first opportunity to return to a position and classification for which she or he is qualified and will be given an opportunity to return to her or his former position if and when the position is open.
4. Vacation and length of service increments will continue to accrue for the first ninety (90) unpaid calendar days of this maternity/paternity leave.

If a nurse desires to return to the hospital at a date different than the date of return specified at the beginning of the leave, she or he shall notify the Hospital two (2) weeks in advance of the earlier of the specified return date or the desired return date. A nurse who desires to return to a different position at the conclusion of the leave must make such request at least thirty (30) calendar days prior to the expiration of the leave.

This subparagraph D shall be fully applicable in instances of adoption. In addition, the Hospital will reimburse up to ~~one thousand~~ two thousand dollars (~~\$2,000.00~~4,000.00) toward expenses incurred during the adoption.

Mercy Union Proposal #11

ARTICLE 15 - TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF

- D. Mandatory Low-Need Days: If additional reductions are indicated, low-need days shall be taken by the least senior regularly scheduled nurse scheduled for the particular unit and shift where the reduction is necessary.
- A. No regularly scheduled nurse shall be required by the Hospital to take more than three (3) low-need days per Contract year. If the least senior nurse on a particular unit and shift has been assigned three (3) low-need days, the next least senior nurse scheduled for the particular unit and shift may be assigned the low-need day. In any case, the total of low-need days under Part D of this provision shall not exceed three (3) per Contract year for any regularly scheduled nurse. A nurse to be assigned a low-need day pursuant to this Part D shall be given a minimum of two (2) hours advance notice before the beginning of the shift. Nurses working eight (8) hours shifts shall not be mandated more than once per shift. Nurses working twelve (12) hour shifts shall not be mandated more than twice per shift.

Mercy Union Proposal #12

ARTICLE 17 SCHEDULES AND POSTING

A. Posting of Work Schedules: Time schedules shall be posted ~~fourteen-twenty-eight~~ (2814) calendar days in advance of the nurse's scheduled work. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

Mercy Union Proposal #13

ARTICLE 17 - SCHEDULES AND POSTING

- C. Posting and Filling of Positions: If a nursing position is or will be open, the Hospital will electronically post a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply. If the opportunity for a flexible schedule position becomes available it will be offered to nurses on the unit where the need has been identified prior to the position being posted.

Mercy Union Proposal #14

ARTICLE 19 - PROMOTIONS, TRANSFERS, AND NEW POSITIONS

- E. New or Expanded Unit Nurse Position: Any new or expanded position or role that would require a bargaining unit nurse shall be awarded to nurses who are reasonably qualified by seniority.

Mercy Union Proposal #15

ARTICLE 21 - PROFESSIONAL NURSING PRACTICE

- A. Non-Nursing Functions: ~~The Hospital will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to~~Nurses will not perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.

Mercy Union Proposal #16

ARTICLE 21 - PROFESSIONAL NURSING PRACTICE

I. High Acuity Care

The Hospital and the Association recognize that from time to time there may be patients that require higher degree of dedicated nursing care. To address these elevated needs of patients with high acuity and detailed care plans, the parties agree that the following minimum standards be set for the following patient care assignments.

1. Airborne, Enteric and/or Contact Precaution

RNs who have a patient assignment that includes a contact precaution/enteric/airborne patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require.

2. Violent Restraint

An RN who accepts a patient assignment where that patient is in physical restraints of any kind will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints.

3. One to One Care

RN Grid Escalator: For every three (3) 1:1 care assignment present on a unit during a given shift, that unit shall add one RN to the unit above what the unit matrix or hospital recommends for adequate core staffing levels.

4. Active Withdrawal

RNs who have a patient assignment that includes a patient in active withdrawal shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require through the duration of the active withdrawal.

5. Diabetic Ketoacidosis Protocol

RNs who have a patient assignment that includes a diabetic ketoacidosis patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require until that patient's blood sugar level is stabilized.

Mercy Union Proposal #17

Apparel Stipend

The Employer shall provide an annual stipend of five hundred (\$500) dollars to all regularly scheduled nurses for the purpose of purchasing work apparel.

Mercy Union Proposal #18

The Union proposes extending the sunset date for all Letters of Understanding and agreements that would expire prior to the end the contract term of the current contract negotiation.

Mercy Union Proposal #19

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: RNs working as interim Patient Care Supervisor

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

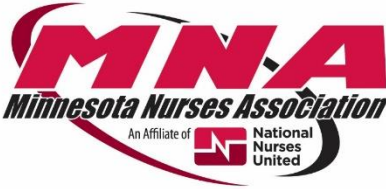
1. If a staff nurse fills the role of an interim Patient Care Supervisor, the interim Patient Care Supervisor will focus on the operational aspects related to education and clinical operations. In addition, a staff nurse working in the interim capacity will not participate in any of the performance management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

Notice

The Union proposes to change all personal pronouns to gender neutral alternatives.

Notice

The Union hereby gives notice to reinstitute the Nursing Practice Council as outlined in the Letter of Understanding.



Minnesota Nurses Association proposal to Mercy Hospital - Unity Campus

March 15, 2019

Unity Union Proposal #1

ARTICLE 7 - VOLUNTARY AND MANDATORY LOW-NEED AND LAYOFF

- B. Voluntary Low-Need Days, Excused Absences, and Voluntary Leave Prior to Layoff:
In granting voluntary low-need days, the nurse's skill level and patient care needs are considered.
1. Before resorting to Part D of this Section or any layoff procedure, the hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low-need leave of absence without pay for up to ninety (90) calendar days. The hospital will not permanently fill the nurse's position. In addition, the hospital may, on a day-to-day basis, offer individual low-need days to full-time and part-time nurses. Nurses may request voluntary low need days by signing up on the Low Need List. If the Low Need List has been exhausted and staffing reductions pursuant to this section are still needed, the Hospital will offer voluntary low need days to all remaining nurses on the unit scheduled to work the shift where the reduction in staffing has been identified. A nurse taking low-need days pursuant to Parts B and D of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.
 2. On-call in lieu of voluntary low-need for a scheduled shift may be agreed upon between the nurse and the employer. If the hospital needs the nurse to report for the scheduled shift instead of taking the on-call assignment as planned, the hospital will notify the nurse at least thirty (30) minutes prior to the start of the shift. Nurses shall receive the appropriate rate of on-call pay per Section "On Call." In addition, the nurse shall receive credit for all benefits, seniority, length of service, and pension for such hours.
- C. Floating in Lieu of Mandatory Low-Need Days:
If additional low-need reductions are needed, nurses will be given the opportunity to float to available assignments in other units for which they are oriented or otherwise qualified.

Unity Union Proposal #2

ARTICLE 7 - VOLUNTARY AND MANDATORY LOW-NEED AND LAYOFF

D. Mandatory Low-Need Days:

1. Mandatory Low-Need Limit:

Regularly scheduled nurses shall be required by the hospital to take no more than three (3) low-need days per Contract year. Mandatory low-need days will be assigned on a rotating basis based on hospital-wide seniority, least to most, and no more than one (1) per pay period.

2. Notice of Cancellation:

A nurse to be assigned a low-need day pursuant to this Part D shall be given a minimum of ~~threene~~ 31 hours advance notice before the beginning of the shift ~~or one (1) hour of pay~~.

Unity Union Proposal #3

ARTICLE 8 - PAID TIME OFF

E. Holidays:

Holiday Payment Christmas Eve and Christmas Day:

A nurse who works during the thirty-two (32) hour period between 3:00 p.m. Christmas Eve and 11:30 p.m. Christmas Day shall be paid triple time for all hours worked during this period, ~~in addition to the regular rate of pay for all hours worked, straight time pay for all hours worked during this period, and be eligible to utilize PTO for the day (equal to triple time pay if PTO is used or double time pay if no PTO is used).~~

New Year's Eve and New Year's Day Holiday:

A nurse who works during the thirty-two (32) hour period between 3:00 p.m. New Year's Eve and 11:30 p.m. New Year's Day shall be paid for all hours worked, double time and one-half their regular rate of pay, ~~and be eligible to utilize PTO for the day (equal to 2½ times pay if PTO is used or 1½ times pay if no PTO is used).~~

Unity Union Proposal #4

ARTICLE 8 - PAID TIME OFF

F. Guidelines:

The RNs and the manager in each department will mutually agree to PTO guidelines for their department. The Labor Management Committee will be consulted, if needed, to assist with the resolution of any conflicts. The Labor Management Committee will annually review PTO guidelines.

G. Scheduled PTO Requests:

1. Establishing Yearly PTO/Vacation Targets:

By January 1st of each year, each unit will determine the number of vacation shifts available considering PTO balances, unit budget, unscheduled PTO usage, and the PTO eligibility for each nurse for the next year. The determination of vacation shifts shall not reserve more than thirty percent (30%) of accrued PTO when calculating unscheduled PTO usage. Out of this total, the employer will establish a consistent number of vacation spots for each day. Vacation targets will remain consistent and not be adjusted to compensate for vacant positions or medical leaves unless the manager reviews the need to adjust the targets temporarily with MNA and there is agreement by the nurses on the unit.

The Unit will post a calendar that outlines the number of vacation slots available per day. When nurses request pre-scheduled time off and are granted scheduled PTO, the calendar will be updated and those formerly available slots will be crossed out so that the nurses can view the available time.

2. When RNs are requesting scheduled PTO, the following will apply prior to granting or denying:

- a. At the time a PTO request is submitted, an RN must have a minimum of sixtyseventy-five percent (6075%) of the requested time off in their accrued PTO bank and the ability to earn the remainder prior to the requested time.
- b. PTO requests may be submitted up to six (6) months in advance of the scheduled time.
- c. Simultaneous requests submitted on the same day will be approved in order of seniority.
- d. At least one (1) RN in each department will be granted, if requested, PTO on each weekend.
- e. Prime time vacation (June, July, and August) requests will be limited to the number of shifts an RN is regularly scheduled in a twenty-one (21) day period.
- f. PTO denials will not be based on any shifts for which the requesting RN is not scheduled.
- g. PTO requests will not be denied without the department manager's involvement.
- h. PTO requests will be granted in their entirety and not be denied based solely on one (1) or two (2) day holes. The Employer will find coverage for the open days.

Unity Union Proposal #5

ARTICLE 11 - LABOR MANAGEMENT COMMITMENT

E. Changes in the Health Care Delivery System Impacting Nursing Practice: The Association and the Hospital recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe, quality patient care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost-efficient basis which recognizes the accountability of the registered nurse in accordance with the Minnesota Nurse Practice Act, ANA Code of Ethics for Nurses, and the Joint Commission on Accreditation of Healthcare Organizations.

F. Nursing Care Delivery Committee: There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairs - one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee shall be paid at straight time for meeting time spent in serving on this Committee. This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. Individual registered nurses and/or nurse managers/leaders may bring concerns about proposed changes in, or problems related to, hospital practices/policies which impact on patient care and nursing practice to the Nursing Care Delivery Committee (NCDC). Unresolved issues related to the equipment/technology at the unit level may be brought to the LMC for discussion and determination of the next steps. Involved bargaining unit nurses and management personnel have the responsibility to attend NCDC meetings to respond to the concerns and to mutually reach resolution to the issues and concerns. The Committee may appoint a task force as it deems appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including committees at department levels or unit levels that relate to the type of changes referred to below shall be routinely shared with all members of the committee.

Committee Role and Functions:

1. The Committee, through use of a joint decision making process, has the authority and accountability to specify the role implementation of the registered nurse in the patient care delivery system of the organization and the application of the nursing process in that delivery of patient care.

2. The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care which may include the ANA Quality Indicators. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence.
3. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. If there is consideration of changing the person or position performing a patient care task or procedure, the proposed change will be brought before the NCDC for consideration, evaluation, and consensus prior to any implementation. This will include any consideration of including patient care tasks or procedures in the position descriptions of non-direct care employees. Bargaining unit nurses will be involved in any patient care redesign initiatives, including those related to cost reduction. The Committee is responsible for, and has the authority to, identify the appropriate use of assistive nursing personnel and define the reporting relationship of assistive nursing personnel. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.
4. Plan and facilitate (a) the process(es) by which Allina Finance and the Association leaders will discuss budget assumptions and (b) the process by which Association leaders actively participate in the development of Allina Nursing and Patient Care budgets.
5. Jointly determine changes in the registered nurse hours per patient day for the planned/budgeted staffing matrix. Changes in the nursing hours per patient day and/or skill mix for planned/budgeted matrix development will be jointly determined by this Committee.
6. The Committee will develop and implement an evaluation tool to assess the effectiveness of staffing matrix changes. This tool will include an assessment of whether patient care needs and cost parameters were met. The outcomes of the assessment will be used to make further decisions in staffing and skill mix, especially in regard to a criteria-based nurse-patient assignment system which categorizes patients in no more than four (4) groups which reflects acuity, intensity, and activity.

7. Temporary Unit Closure, Patient Flow/Staffing:

a. If staffing matrix is not met or the acuity exceeds the matrix, the charge nurse will assess and determine adequacy of resources to meet patient care needs including, but not limited to:

- Composition of skill/roles available
- Patient acuity
- Experience level of RN staff
- Unit activity level (admissions, discharges, transfers)
- The availability of the RN to accept the assignment

If resources are inadequate, the charge nurse and manager/administrative supervisor will consider the following:

- The ability to redistribute current assignments
- The ability to facilitate discharges, transfers, admissions
- The availability of additional resources
- House-wide census and staffing

Until the issue can be resolved and resources allocated by the manager/administrative supervisor, the unit will be closed to admissions for a designated time period. A retrospective review which identifies the barriers to admission or resolution of the problem can be initiated by the individuals involved and completed at the unit level

b. Continue evaluation of staffing levels, acuity, and ADT activity of ED, PACU, Birth Center, and other affected units. Adjust staffing plans for those and other units as needed to allow the affected units to meet peak demands. The staffing level will be adjusted on a daily and shift-by-shift basis to reflect any additional needs.

8. Pilot Projects: Pilot programs involving the type of changes referred to in preceding paragraphs that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.

9. Committee Development: The Labor Management Committee will jointly develop a process or mechanism to assure consistent Association representation on hospital committees, task forces, and work groups, including the hospital's Biomedical Ethics Committee, which requires registered nurse participation.

10. Committee Mergers: By mutual agreement, the functions of the Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.

11. Excellence in Nursing Award: As part of the recognition of National Nurses Week, the hospital will establish an annual "Excellence in Nursing Award" to be awarded to bargaining unit nurses and others. A joint MNA/management panel will determine the recipients of such award.

12. Committee Powers and Impasse Resolution: The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

13. Required Education: At least quarterly, the committee will review required education for opportunities to consolidate and recommend methodologies to enhance learning.

14. Patient Care Equipment: The hospital will seek and consider staff nurse input before purchasing equipment that nurses would regularly be expected to use in performing their patient care duties.

The provisions of this Section have been established for the discussion and good faith consideration of the subjects included within the scope of this Section. It is the intent and desire of the parties that mutual agreement be reached on these subjects. If the Committee is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Committee in attempting to find solutions to areas of disagreement. The mediator may be chosen from the Federal Mediation and Conciliation Service or from other sources as the Committee may determine.

In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until a conflict resolution process is observed

Unity Union Proposal #6

ARTICLE 19 - ASSOCIATION COMMUNICATION AND CHAIRPERSONS

C. Chairperson Paid Time for Bargaining Unit Responsibilities:

The bargaining unit chairperson(s) will be provided with a total of 0.9 FTE of paid time per pay period, to be divided among the ~~tri~~-chairpersons during the term of this Agreement. ~~In the event that one or more of the tri-chairpersons resign their position, the 0.9 FTE as referenced above will be reduced to 0.6 FTE on a going forward basis.~~ This time is provided to carry out bargaining unit responsibilities including, but not limited to, preparing for and participating in joint labor management committees and activities, contract administration, and assisting bargaining unit members to resolve work-related issues. The amount and scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and each hospital.

D. III. Injured, or Disabled Nurse Advocate

A MNA staff nurse will serve as an advocate for injured, ill, or disabled Registered Nurses to facilitate effective communication, navigate complex claims processes, and support conflict resolution between the hospital management, Occupational Health Services, benefit claims staff, and individual nurses at each Hospital. The Nurse serving in this capacity shall be provided .1 FTE.

Unity Union Proposal #7

APPENDIX B - ATTENDANCE

Notification of time away from work: In the event you are going to be tardy or absent from your scheduled shift or if you need to leave early, you are expected to personally notify your manager (or designee) according to your department guidelines. Some managers require personal notice and do not allow voice mail messages. Unless your department has a specific policy with a different notification standard, you are required to call at least ~~60~~90 minutes before your scheduled start time. However, if you have an emergency situation where you are unable to give proper notification, you must notify your manager as soon as possible. If your department has specific requirements about providing personal notice, finding replacements, or notifying a manager if you have found a replacement, you are expected to be familiar with those requirements.

Absences longer than one day: If you miss work for more than one consecutive day for the same reason, ~~it will count as single unscheduled absence you will receive one occurrence.~~ However, you are required to call in each day notifying your manager that you will not be at work. In addition, after missing three (3) consecutive days of work, you must notify the HR Service Center regarding the reason for your absence. If you are going to require additional time away from work and initiate a leave of absence (LOA).

Unscheduled Absences/Patterns of Unavailability: The standard for which the Employer will utilize to determine excessive unscheduled absences will be determined by a nurse's attendance patterns. The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which PTO is paid or unpaid. This may include a pattern of unscheduled absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. This may also include single days that regularly occur each pay period. Leave without pay hours for unscheduled absences for which the employee doesn't have accrued benefit time will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, and voluntary or mandatory low-need days, will not be included in any review.

Upon the Association's request, in LMC the parties will, no more than annually, review the standards the Employer is using in assessing disciplinary actions regarding attendance.

Prior to the Employer making any decision regarding corrective action based on absenteeism patterns, the nurse will be afforded the opportunity to furnish information she/he believes should be considered as a part of the pattern determination.

~~APPENDIX B: ATTENDANCE POLICY
Attendance (effective 1-1-07)~~

~~Section Name: Overview~~

~~Good attendance habits are a fundamental and required element of every employee's job performance.~~

Section Name: ~~Applies To~~

~~This policy applies to all employees.~~

Section Name: ~~Overview~~

~~You are expected to be at your work area and ready to start work at your scheduled start time, take lunch periods when scheduled, and work until your scheduled end time. Employees who are frequently absent, take excessive breaks, arrive late, or leave early without advance notice and approval from their managers have not fulfilled an essential function of the job.~~

~~The attendance policy applies to both exempt and non-exempt employees. Employees with unsatisfactory attendance will be subject to corrective action. Unsatisfactory attendance will also affect your performance evaluation and opportunities for promotion, transfer, and/or salary increases.~~

Section Name: ~~Planned and Unplanned Absences and Tardiness~~

~~Allina Hospitals and Clinics distinguishes between planned and unplanned absences as defined below. Planned absences will not result in corrective action.~~

~~Planned absence~~

~~A planned absence is any time away from work that is:~~

- ~~• pre-scheduled and pre-approved by the employee's manager;~~
- ~~• mandated or protected by federal or state laws; (i.e., FMLA leave, jury duty)~~
- ~~• bereavement leave~~

~~When scheduling your time off, you are expected to give your manager as much advance notice as possible, which will help accommodate business needs and other employees' time off requests. The length of the notice varies by department.~~

~~Unplanned absence or tardiness~~

~~An unplanned absence or tardiness is treated as an occurrence. This is defined as any time away from work (including tardiness or leaving early) that is not defined as a planned absence. You will be considered tardy if you begin work after your scheduled start time.~~

~~Managers will track occurrences for each employee over a rolling 12-month period looking backward from the date of the absence or occurrences.~~

~~The Allina guideline for an acceptable level of occurrences is based on your FTE as follows:~~

Periods of absence	Casual to .49 FTE	.5 to .79 FTE	.8 to 1.0 FTE
In any 12-month consecutive period	4	6	8
In any three-month consecutive period	2	3	4

Relationship to paid leave

If your time away from work is an occurrence, it is not relevant that you have paid time off (PTO), vacation, and/or sick time available.

If you fail to provide appropriate notice that you will not be in, that you will be late, or that you will be leaving early, based on department guidelines, you will receive counseling or corrective action in addition to receiving an "occurrence."

Job abandonment

If you fail to report to work or notify your manager of your absence for three (3) consecutive workdays, you will be considered to have voluntarily resigned your employment as of your last day worked.

Section Name: Keeping Accurate Records of Hours Worked

Non-exempt employees are expected to work their assigned schedules and keep specific accurate records of all hours worked. This is required by federal and state law and Allina policy. Falsifying time records is a serious violation and will result in corrective action.

Exempt employees are paid a guaranteed salary regardless of the number of hours worked each week and generally are not required to record their work hours and may have more flexible or varying schedules, including meal and break times. However, all exempt employees are required to work the schedule designated by their manager.

The attendance policy applies to both exempt and non-exempt employees.

Section Name: Contact

For more information, contact your HR Representative.

Unity Union Proposal #8

ARTICLE 25 - HEALTH PROGRAM

The Hospital will staff at least one (1) security officer on the Adult Mental Health Unit 24 hours per day. This security officer will not have primary responsibility for other areas of the hospital and will only respond to Code Green and Show of Support calls for the Adult Mental Health Unit.

Unity Union Proposal #9

ARTICLE 25 - HEALTH PROGRAM

C. Workplace Safety and Violence Prevention:

1. Workplace Violence Prevention Committee:

- a. Participation: The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least two bargaining unit registered nurses. Of those nurses, the union may select up to two from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4.N (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. Scope: The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. Meeting Schedule: The committee will meet regularly, but not less than six times each calendar year.

2. The Hospital will provide at least two hours of classroom (face-to-face) workplace safety training each year. One of the trainers will be an RN clinical expert.

3. The Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, families, and themselves.

Unity Union Proposal #10

ARTICLE 25 - HEALTH PROGRAM

F. High Acuity Care

The Hospital and the Association recognize that from time to time there may be patients that require higher degree of dedicated nursing care. To address these elevated needs of patients with high acuity and detailed care plans, the parties agree that the following minimum standards be set for the following patient care assignments.

6. Airborne, Enteric and/or Contact Precaution

RNs who have a patient assignment that includes a contact precaution/enteric/airborne patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require.

7. Violent Restraint

An RN who accepts a patient assignment where that patient is in physical restraints of any kind will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints.

8. One to One Care

RN Grid Escalator: For every three (3) 1:1 care assignment present on a unit during a given shift, that unit shall add one RN to the unit above what the unit matrix or hospital recommends for adequate core staffing levels.

9. Active Withdrawal

RNs who have a patient assignment that includes a patient in active withdrawal shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require through the duration of the active withdrawal.

10. Diabetic Ketoacidosis

RNs who have a patient assignment that includes a diabetic ketoacidosis patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require until that patient's blood sugar level is stabilized.

Unity Union Proposal #11

LETTER OF UNDERSTANDING MINNESOTA NURSES ASSOCIATION UNITY HOSPITAL CROSS TRAINING 2019-2022

Purpose:

The cross-training program is available to provide flexibility in assigning RNs to patient care areas and to enhance clinical skills of staff members who participate in the program. Cross-trained staff members receive additional training to work in another area or areas, which is outside of his/her assigned floating companion unit.

Definition:

Cross Trained RN: An RN who has been hired to a home unit who maintains competency in other units, and volunteers to work extra shifts in the other units.

Cross Training Qualifications:

1. One year of experience at Unity as an RN.
2. All competencies and the completion of required evaluations will be maintained year to year and prior to the start of any extra shifts outside of the nurse's home unit.
3. If nurses are interested in the cross-training program, they will contact the Patient Care Manager (PCM) of their home unit who will determine if they meet the cross-training qualifications. These include:
 - a. Nurses are up-to-date with annual competencies on their home unit, without remediation
 - b. The nurse will then contact the PCM of the desired cross trained area, who will determine need for cross trained staff.
4. If a PCM has concerns about a nurse becoming cross trained to their area, giving them reason not to sign a Cross Training Agreement, there is to be a discussion between the manager, the nurse, and the MNA co-chairs.
5. The nurse will agree to at least a one-year time commitment or other timeframe mutually agreed between PCM and nurse.
6. The nurse and both PCMs will sign the Cross-Training Agreement. Copies of the signed Cross Training Agreement will be kept centrally in the Staffing and Scheduling department, and in the nurse's file on the involved patient care units.

Guidelines:

1. To maintain competency the cross-trained nurse is expected to work at least one (1) shift in a four (4) week schedule.
2. The off shift, holiday and weekend requirement that is expected of a casual nurse is not required of the cross-trained nurse. The expectation is the cross-trained nurses will be able to pick-up an open shift or can work shift at least one (1) shift in a four (4) week schedule.

3. Floating rules for the unit the cross-trained nurse is working on apply to the cross-trained nurse, except if there is a need on the RN's home unit, then refer to that unit's floating guidelines.
4. A cross-trained RN will be assigned outside of the floating rotation, based on need for the extra shift.
5. If a cross-trained nurse floats during a regularly scheduled shift to the cross-trained unit, that shift will count as part of the obligation.
6. Cancellation, voluntary and mandatory low need order will apply to the cross-trained nurse on the unit the cross-trained nurse is working. A list of cross-trained staff will be maintained and kept in the charge nurse manual.
7. Extra hours will be awarded to core staff on a unit prior to awarding any hours to a cross-trained nurse.
8. Cross training needs must be identified by the manager of the cross-trained unit.
9. An RN needs to be in good performance standing to initiate or begin cross training. Good standing refers to no progressive discipline within the past year and no attendance issues.
10. An RN must commit to a minimum of one (1) year working in the cross-trained department.
11. An RN can only work greater than eight (8) hour shifts, i.e. twelve (12) hour shifts in the cross-trained position if they are already on a flex work agreement from their home unit.
12. A confirmed cross training shift is a confirmed open shift. The shift will be treated as any other confirmed open shift and a mandate will be given if cancelled.

Staff will not be pre-assigned, and/or floated, to their cross-trained area more than 25% of their work agreement, unless otherwise agreed upon per 4-week schedule.

Unity Union Proposal #12

Apparel Stipend

The Employer shall provide an annual stipend of five hundred (\$500) dollars to all regularly scheduled nurses for the purpose of purchasing work apparel.

Unity Union Proposal #13

LETTER OF UNDERSTANDING

ALLINA CLINICAL NURSING PRACTICE COUNCIL

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

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

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

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

Unity Union Proposal #14

The Union proposes extending the sunset date for all Letters of Understanding and agreements that would expire prior to the end the contract term of the current contract negotiation.

NOTICE

The Union proposes changes all personal pronouns to gender neutral alternatives.

NOTICE

The Union hereby gives notice to end the practice of counting hours toward a nurse's annual low need cap and solely relying on days of low need assignment.



Minnesota Nurses Association proposals to United Hospital

March 15, 2019
3 p.m.

United Union Proposal #1

3. HOURS

(a)

...

A nurse will not be permitted to work more than one hundred twenty (120) hours in a pay period. A nurse will not be permitted to work more than two (2) consecutive double shifts.
A nurse will not be scheduled or allowed to pick up more than 16.5 consecutive hours.

United Union Proposal #2

Modify Definition of “assistant head nurse” to reflect current terminology

Definitions

...

The term "assistant head nurse" or "assistant clinical nurse manager (ACM)" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering and evaluation of nursing care given on a station unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development and giving direct patient care.

United Union Proposal #3

ACM Positions Settlement Agreement

Insert Exhibit B immediately following Exhibit A in the agreement. Date the agreement May 2013. Attached.

Insert Temporary leader agreement. Attached.

EXHIBIT B

PERFORMANCE MEASUREMENTS OF ACM ROLE AT UNITED HOSPITAL

AS OF MAY __, 2013

While the Employer is currently focusing efforts to achieve improvements in the following metrics, the specific metrics which will be the focus for each ACM will vary based on the nature of the nursing unit and the greatest opportunities for improvement in the nursing unit.

Quality/Patient Experience Metrics:

- Falls
- Skin/pressure ulcers
- Hand hygiene – C.Diff rates/MRSA/VRE
- Patient Experience – Careboards, patient rounding
- PVSR follow-up
- Pain
- Length of stay to budget levels

Staffing Management:

- Staffing to Matrix (based on variable staffing plan)
 - Includes identifying opportunities to staff below matrix in order to balance out situations that require staffing above matrix. Examples of such opportunities include:
 - When appropriate, Charge RNs and/or ACM will take a patient who is expected to discharge within 4 hours of the start of the shift.
 - When appropriate, Charge RN and/or ACM on Day and Evening shift will take a one-patient assignment before calling in an RN to work after the shift has started.
 - Note: On circle units, Charge RNs responsible for more than one circle will not be expected to take a patient assignment
- Incidental overtime to budget levels
- 1:1 sitters to budget levels

ACM Leadership Competencies:

Achieves Results

- Communicates clear expectations and standards of performance
- Develops and implements aggressive, yet realistic, project work plans
- Consistently follows through on commitments

Business Knowledge

- Uses data to drive performance improvements
- Takes initiative to become more knowledgeable about Allina's business and healthcare industry trends
- Understands how department/unit performance contributes to Allina's performance

Collaboration

- Develops collaborative partnerships across departments, business units, and Allina to achieve results and improve performance
- Proactively collaborates with physicians to integrate care delivery and improve quality
- Anticipates his/her business unit's or department's impact on the broader organization in order to maximize its contribution
- Coordinates efforts across departments and/or business units to deliver integration solutions
- Prevents unnecessary conflict and facilitates constructive resolution of conflict
- Readily shares and adopts best practices across Allina

Proactive Communication

- Actively listens and creates multiple opportunities to engage and dialogue with employees
- Builds trust and credibility through timely communications and information sharing
- Seeks input from key stakeholders, and keeps stakeholders informed
- Promotes candor and diverse opinions
- Able to deliver tough messages with respect and care
- Uses positive influence to build a broad base of support for change

Service and Quality

- Understands, puts the needs of the patient/customer first
- Sets high standards and goals for providing each patient/customer an outstanding service experience every time
- Demonstrates commitment to patient and employee safety
- Applies performance improvement methods, data and tools to achieve clinical care, service and business outcomes
- Champions new and innovative ideas to address business unit/system barriers or opportunities

Technical and Professional Expertise

- Actively shares technical and professional expertise
- Delegates projects to provide employees challenging assignments and learning opportunities
- Pursues development opportunities for self and others to strengthen current and acquire new technical and professional expertise

Values-Based Leadership

- Conveys passion and commitment for our mission
- Lives the values; challenges and supports others to live them
- Demonstrates genuine caring for our patients, families, our communities, and each other
- Inspires others to achieve high standards of performance through personal leadership and creating a culture of excellence
- Involves others in decisions affecting their work



TEMPORARY RN* POSITION AGREEMENT

ORIGINAL AGREEMENT NOVEMBER, 1997

AMENDED 12/99, 8/14/00, 8/15/01, April 2006, November 2006

United / MNA agreement for use of Bargaining Unit RN for Temporary Leadership, Special Projects, or Temporary RN position.

POSTING AND LENGTH OF ASSIGNMENT PERTAIN TO ALL TEMPORARY POSITION AGREEMENTS

POSTING (Follow steps 1-5)	RESPONSIBLE PARTY
<p>Step 1 MNA Chair(s) will be provided a draft of the position description and requisition including qualifications at least one week prior to the posting of the temporary position. MNA Chair(s) will contact the hiring Leader within one week following receipt of document and review of this temporary position.</p>	<p>Hiring leader MNA Chair(s)</p>
<p>Step 2 A copy of this posting will be sent to MNA Chair(s) and the Disability Case Manager in Employee Occupational Health.</p> <ul style="list-style-type: none"> a. By mutual agreement the position may be posted on a particular unit/area if appropriate otherwise the position will be posted house wide. b. ACM on a unit may agree to take a temporary Leader position without the position being posted 	<p>Hiring leader is responsible to send the posting to Allina Recruitment Center and Disability Case Manager. HR is responsible to post appropriately.</p>

<p>(if there is more than one ACM on a unit, each will be given equal opportunity to apply).</p> <p>*See special Projects position</p>	
<p>Step 3 If the position requires an RN it will be filled per the contract using the template agreed to at the Joint Committee on Interpretation and the nurse will keep his/her contract status and be treated as a bargaining unit member in all ways (i.e. pay, benefits, seniority, etc.)</p> <p style="text-align: center;">LENGTH OF ASSIGNMENT</p> <p>Step 4 The employee's same position will be held for at least 6 months while the employee is in a temporary position.</p> <p>a) The position may be held longer (for the duration of the temporary position) if agreed to by the hospital and the MNA Chair(s).</p> <p>b) If the employee position cannot be held beyond 6 months a comparable (same number of hours and shift rotation) MNA position will be held for at least one year (unless the RN is eligible for greater benefits under the contract).</p>	<p>Hiring leader will send a copy of the employee change form with beginning and ending dates of the Temp Position (not to exceed 6 months) to the MNA Chair(s) and Human Resources for employee file.</p> <p style="text-align: center;">RESPONSIBLE PARTY</p> <p>Hiring leader is responsible to determine and document the length of time the employee's position will be held at the time the temporary position is offered. This documentation should be kept by the Leader and sent to the HR department for the employee's file.</p>
<p>Step 5 The initial maximum duration is six months for a temporary MNA position.</p>	<p>Hiring leader is responsible to manage the time frames and contact the MNA Chair(s) at the appropriate times to discuss length of positions and any necessary extensions.</p>

- a. An extension of up to another six months is possible by mutual agreement between United Hospital and the MNA Chair(s).
- b. Temporary MNA positions will not normally extend longer than one year.
- c. If a temporary position requires greater than one year it should be posted as a permanent position.
- d. If a temporary position becomes a permanent position it will be posted at the time and filled according to contract language.
- e. Mutual agreement between the MNA Chair(s) and the hospital for an extension of a temporary RN position beyond one year is possible in the case of extenuating circumstances.
- f. If there is a need to extend or appreciably change the position the Leader will, at the earliest time possible, at least two weeks before the end of the defined length of the position, convene a meeting of the manager, the employee, an HR representative and an MNA chair to review the changes and define the extension period.

SPECIAL PROJECT POSITIONS

RESPONSIBLE PARTY

Special projects lasting less than two months requiring a RN would first be offered to qualified work restricted nurses prior to any posting. If no qualified work restricted nurses are available the position will then be posted as noted in number 2 above.

Leader is responsible to bring special project positions to the Disability Case Manager to determine if there are qualified work restricted RNs available for the project. Leader will then work with HR, the Disability Case Manager and the MNA to determine which work restricted RN will be assigned to the special project. Priority is:

- Qualified RNs not working – available for work by seniority.
- Qualified RNs working light duty on the transitional budget in order of seniority

TEMPORARY LEADER POSITIONS

Temporary leader positions will be made available to staff nurses whenever possible under the following conditions:

- a) Contract RNs must be non-supervisory in nature
- b) They may not make hire, fire, or discipline decisions – may collect data but may NOT carry out any of these decisions or be present at any investigatory meetings

ACM on a unit may agree to take a temporary leader position without the position being posted (if there is more than one ACM on a unit each will be given equal opportunity to apply).

RESPONSIBLE PARTY

Hiring leader/director will make the decision about the responsibilities and qualifications required for the temporary leader position prior to posting the position.

NON CONTRACT TEMPORARY LEADER POSITION

Temporary leader positions should be posted as non-contract if the temporary leader must make hire, fire and

discipline decisions. Contract RNs that choose to move to a non-contract temporary leader position will lose bargaining unit seniority and seniority related benefits.

United Union Proposal #4

3. HOURS

- (d) Every Third Weekend: In order to decrease scheduled weekends for full and part-time nurses, the hospital and the MNA will work together to develop, implement and monitor unit plans to increase the number of nurses working every third weekend. ~~However, it is understood that trends in increasing volumes, nurse vacancy rates and turnover that result in the unavailability of nurses to cover weekend shifts may necessitate scheduling nurses additional weekends up to every other weekend starting with the least senior nurse on a unit or within a community/center.~~

United Union Proposal #5

20. PROFESSIONAL NURSING PRACTICE

(h) Nursing Practice Care Delivery Committee

- (11) Excellence in Nursing Award: As part of recognition of National Nurses Week the hospital will establish an annual “Excellence in Nursing Award” to be awarded to bargaining unit nurses ~~and others~~. A joint MNA/management panel will determine the recipients of such Award, and be a part of the ceremony awarding the Excellence in Nursing Award.

United Union Proposal #6

(amend contract language to accurately reflect Letter of Understanding of June 1, 2009)

14. TEMPORARY STAFFING ADJUSTMENTS, LOW NEED DAYS AND LAY OFF

(c) Mandatory Low Need Days: If additional reductions are indicated, low need days shall first be taken by the casual and Per Diem nurses and then in the following order amongst by the least senior regularly scheduled nurses scheduled for the particular unit and shift where the reduction is necessary.

1) The least senior regularly scheduled nurse working on the particular unit/shift where the reduction is necessary will be required to take the first mandatory low need day.

2) If the least senior nurse has already taken at least one mandatory low need day during the contract year, then the second least senior regularly scheduled nurse working the particular unit/shift where the reduction is necessary will be required to take the mandatory low need day. The rotation process will repeat itself until all nurses working the particular unit/shift where the reduction is necessary have received at least one mandatory low need day during the contract year.

3) If all nurses working the particular unit/shift where the reduction is necessary have received at least one mandatory low need day during the contract year, then the least senior regularly scheduled nurse will be required to take the mandatory low need. The rotation process will repeat itself until all nurses working the particular unit/shift where the reduction is necessary have taken at least two mandatory low need days. The rotation process will then repeat itself until all nurses working the particular unit/shift where the reduction is necessary have taken three mandatory low need days.

No regularly scheduled nurse shall be required by the Hospital to take more than three (3) low need days per Contract year. If the least senior regularly scheduled nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior regularly scheduled nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (c) of this provision shall not exceed three (3) per Contract year for any regularly scheduled nurse. A nurse to be assigned a low-need day pursuant to this Part (c) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.

Casual nurses, per diem or temporary nurses shall not be assigned to work on units for which the nurse receiving low need days is oriented or otherwise qualified. Float pool nurses will not work any unit/shift in which a core nurse has been assigned a low need day. Nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.

The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of appropriate of interpretation of intent if the proposal is withdrawn by the Union.