

Negotiations 2019

Minnesota Nurses Association
and
Children's Minnesota

Initial Proposals

March 27, 2019

Children's Minnesota - Union Proposals

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UNION PROPOSAL NO. 1:

AMEND ARTICLE 3 (MINNEAPOLIS and ST. PAUL), HOURS, C. SCHEDULING

(c) Scheduling

The general pattern of scheduling will be as follows:

Nurses [who have confirmed work agreements for eight \(8\) hour shifts](#) will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary, to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.

[Nurses who have confirmed work agreements for twelve \(12\) hour shifts shall not be required to work more than every third weekend \(Saturday and Sunday\).](#)

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UNION PROPOSAL NO. 2:

AMEND ARTICLE 6 (MINNEAPOLIS ONLY), Part-Time Nurses, E, CASUAL

(e) Casual

There shall be established and maintained within each Hospital, a pool of casual nurses employed by the Hospital to be utilized to supplement the full and regularly scheduled part-time staff. A casual nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the Hospital. A casual nurse is not assured the availability of work on a regular continuing basis; but a casual nurse is not obligated to report to duty each time she or he is requested to work. Casual nurses may be assigned a station unit or may be utilized to float among station units. A casual nurse will not be granted a leave of absence to exceed six (6) months, unless such leave is a personal illness, injury or disability leave of absence, or a maternity/paternity leave of absence, as set forth in Section 13, Leave of Absence.

If a nurse transfers to a casual nurse status, she or he shall accrue no additional vacation or sick leave benefits. Such benefits or credited time toward these benefits shall be maintained on the nurse's record and restored to the nurse at such time as she or he transfers back to full-time or regularly scheduled part-time status.

Casual nurses shall receive salary increments as described in attached Salary Charts on the basis of one (1) year's service for each two thousand eighty (2,080) compensated hours.

In order to maintain casual status, casual nurses are required to work two (2) shifts per month, and one (1) of those shifts must be either a weekend shift or a night shift. Casual nurses who do not meet these requirements will be terminated. If a casual nurse has a shift canceled by the Hospital, such shift shall count toward the two (2) shift minimum. 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 has agreed to work.

Casual nurses who are receiving a Twin City Hospitals - Minnesota Nurses Association Pension Plan monetary benefit may meet these work requirements on an annual basis. Casual nurses who are receiving this pension plan monetary benefit risk losing this benefit if they work more than six hundred (600) hours per year, as per the Twin City Hospitals – Minnesota Nurses Association Pension Plan in effect June 1. 2007.

Following the staff adjustment period of schedule development, casual nurses may voluntarily be pre-scheduled.

~~Any casual nurse who works greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year will be eligible to be awarded position(s), pursuant to Section 16, Schedules and Postings, before casual nurses who have worked less than four hundred sixteen~~

~~(416) hours in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year.~~

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UNION PROPOSAL NO. 3:

AMEND ARTICLE 9, A, 3, (MINNEAPOLIS), TIME OFF PLAN, VACATIONS

AMEND ARTICLE 8, A, 3, (ST. PAUL), TIME OFF PLAN, VACATION

(3) Vacation Scheduling (Flex Time Bank)

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. Office days for Assistant Nurse Managers and Clinical Educators will not be included in the numbers of staff granted vacation each day. 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 14, Low Need Days and Layoff, shall be given preference. Where a Hospital utilizes an annual defined vacation signup 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 nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

By mutual agreement between the nurse and nurse manager, a nurse may convert accrued flex time hours to pay.

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.

Vacation (flex time) may be used as it is accrued. There is no maximum balance.

Vacation Formula

The number of RN vacations is to be based on this formula:

1. Total number of nurse flex time hours accrued per shift and per unit
2. Add 50% of the banked flex time hours
3. Divide total by hours per shift (4 or 8)
4. Shifts divided by 365 days per year

Example:

1. Day Shift (7:00-15:00) has 8280 total nurse flex time hours accrued per year
2. 50% of banked flex time hours is 5920
3. $8280 + 5920 = 14,200$
4. $14,200$ divided by 8 hours equals 1775
5. 1775 divided by 365 days equals 4.86
6. This unit would grant 5 nurse vacations on the day shift based on this formula.

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UNION PROPOSAL NO. 4:

AMEND ARTICLE 13, J, 1, (MINNEAPOLIS), LEAVE OF ABSENCE, ASSOCIATION ACTIVITIES

AMEND ARTICLE 11, J, (ST. PAUL), LEAVE OF ABSENCE, ASSOCIATION ACTIVITIES

(j) Association Activities

Association Activities

Leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences and conventions of the association on a local, district, state or national level- [including the Minnesota AFL-CIO and regional labor councils](#). The number of nurses attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Hospital's staffing requirements. For the purpose of attending the Minnesota Nurses Association convention, delegates, and alternate delegates, to this convention will be given priority in the granting of flex time requests. For the purpose of attending the ~~American Nurses Association~~ [National Nurses United](#) convention, delegates, as well as alternate delegates whose status is upgraded to delegate, will be considered separately from the vacation requests.

In addition, nurses selected to serve as a regular or alternate member of the Association Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits and paid by the [hospital at his/her base rate of pay for time spent serving in this capacity](#) not to exceed shifts actually lost from work due to such involvement.

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UNION PROPOSAL NO. 5:

AMEND ARTICLE 13, C, (MINNEAPOLIS) LEAVE OF ABSENCE, BEREAVEMENT LEAVE

AMEND ARTICLE 11, C, (ST. PAUL), LEAVE OF ABSENCE, BEREAVEMENT LEAVE

(c) Bereavement Leave

A leave of absence of three (3) days without loss of pay if the memorial service occurs within 250 miles of the nurse's residence, and (5) days if the memorial service is more than two hundred fifty (250) miles away from the nurse's residence will be granted to nurses in case of death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, foster parents, foster children, life partners, and such others as may be agreed upon between the nurse and the Hospital) for the purpose of attending the funeral/memorial or other service as appropriate to the culture or religion. 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 invoking this paid bereavement leave language.

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UNION PROPOSAL NO. 6:

AMEND ARTICLE 13, NEW SUBSECTION K, (MINNEAPOLIS), LEAVE OF ABSENCE

AMEND ARTICLE 11, NEW SUBSECTION K, (ST. PAUL), LEAVE OF ABSENCE

(H) UNION LEAVE

A nurse who becomes a paid staff member of the Union or works for the Union on paid lost time may request and receive an unpaid leave of absence for up to one (1) year for Union business. Upon completion of the leave of absence, the nurse will be returned to his/her former position and FTE.

All Employer-paid benefits, and paid time off accruals will be continued during a Union Leave of Absence. During such leave the nurse will continue to accrue seniority.

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UNION PROPOSAL NO. 7:

AMEND ARTICLE 16 (MINNEAPOLIS) and ARTICLE 14 (ST. PAUL), SCHEDULES AND POSITING, C, POSTING AND FILLING OF POSITIONS

(c) Posting and Filling of Positions

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least five (5) 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.

~~In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year. Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.~~

In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital; preference shall be given to the nurse most senior within the bargaining unit holding a regularly scheduled, casual, or per diem position.

A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly-opened unit will not be subject to the foregoing limitation.

~~The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted. In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently~~

~~employed, and as between nurses employed by the Hospital, preference shall be given to the nurse most senior within the bargaining unit.~~

Union Proposal 7 is intended to replace the currenting Posting and Filling of Positions Language in both agreements. In St. Paul this appears in Article 14, Subsection C

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UNION PROPOSAL NO. 8:

AMEND ARTICLE 17, (MINNEAPOLIS) TERMINATION OF EMPLOYMENT AND DISCIPLINE

AMEND ARTICLE 15, (ST. PAUL) TERMINATION OF EMPLOYMENT AND DISCIPLINE

17. DISCIPLINE AND TERMINATION OF EMPLOYMENT

Upon request of the nurse or the Association, all written documents relating to any disciplinary action ~~oral or written disciplinary warning~~ will be removed from the nurse's personnel file at any time after eighteen (18) months ~~three (3) years~~ from the date of the most recent incident providing no ~~further warnings or other~~ disciplinary actions have been given in the intervening period. Disciplinary actions ~~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.

All other language in article 17 would remain current by facility.

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UNION PROPOSAL NO. 9:

AMEND ARTICLE 18, (MINNEAPOLIS) PROMOTIONS, TRANSFERS AND NEW POSITIONS, E, TRANSFERS BETWEEN CONTRACT AND NON-CONTRACT POSITIONS
AMEND ARTICLE 16, (ST. PAUL) PROMOTIONS, TRANSFERS AND NEW POSITIONS, F, TRANSFERS BETWEEN CONTRACT AND NON-CONTRACT POSITIONS

18. PROMOTIONS, TRANSFERS AND NEW POSITIONS

(e) Transfers between Contract and Non-Contract Positions

When a nurse transfers between Contract and Non-Contract positions at Children's Hospitals and Clinics, any benefit accruals she/he has at the time of transfer are transferred with the nurse into the new position. The benefit accruals must be calculated to fit into whatever system the nurse is transferring, e.g. PTO versus flex time/sick leave.

If a nurse transfers from a Non-Contract position at Children's Hospitals and Clinics into a Contract position, she/he will accrue flex time based on her/his years of service at Children's Hospitals and Clinics. For purposes of Additional Flex Time Accrual (previously PPTO), however, she/he must be in a bargaining unit position for the required number of years (fifteen (15) or twenty (20)) to achieve this benefit.

If a nurse has previously approved vacation time, this time off will be honored upon transfer between positions.

For purposes of a nurse's date of hire, including eligibility for the longevity bonus in the Contracts, the date of hire remains the same.

Nurses transferring into Contract from Non-Contract positions do not bring any bargaining unit seniority with them, unless they have maintained casual [or per diem](#) status in the Contract while working in the Non-Contract position.

If a nurse has severed employment with Children's Hospitals and Clinics, and then returns to a Contract position, she/he brings no previous date of hire or seniority with her/him into the bargaining unit.

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UNION PROPOSAL NO. 10:

AMEND ARTICLE 19, (MINNEAPOLIS) COMMITTEES, 8, PHYSICAL VIOLENCE AND VERBAL ABUSE

AMEND ARTICLE 29, E, (ST. PAUL) COMMITTEES, 8, PHYSICAL VIOLENCE AND VERBAL ABUSE

8) Physical Violence and Verbal Abuse

(a) 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. A process will be developed to record and report these incidents of a non-emergency nature. These records will be evaluated by the Nursing Health and Safety Committee when the situation involves a nurse.

Employers will encourage nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing.

In addition, a nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

(b) Workplace Violence

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:

Preventive Efforts

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 all units, the Hospital shall immediately notify staff on the unit when the biological 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.

Traumatic Events

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 for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.

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.

Units that require 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 Crisis Intervention training is provided.

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.

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.

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.

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.

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.

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.

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UNION PROPOSAL NO. 11:

AMEND ARTICLE 29, (MINNEAPOLIS) ASSOCIATION SECURITY, NEW SUBSECTION J,
ACCESS OF UNION REPRESENTATIVES

AMEND ARTICLE 23, (ST PAUL) ASSOCIATION SECURITY, NEW SUBSECTION J, ACCESS
OF UNION REPRESENTATIVES

Union Staff Representatives

Access at Any Operational Time. Union Staff Representatives shall have access to the facility at any operational time for the purpose of observing working conditions, 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 or group of employees, and/or supervisors or an Employer representative, on Employer time in connection with a complaint or problem concerning the Employee or group of employees, but such conference should not interfere with the work of the Employee or the delivery of patient care.

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UNION PROPOSAL NO. 12:

AMEND ARTICLE 35, (MINNEAPOLIS) DEFINITIONS

AMEND (ST. PAUL) DEFINITIONS

35. DEFINITIONS

(a) Full-time

The term "full-time" applies to a nurse working or employed by the Hospital to work seventy-two (72) ~~eighty (80)~~ hours in a two-week period.

(b) Part-time

The term "part-time" applies to any nurse employed by the Hospital to work, and working less than seventy-two (72) ~~eighty (80)~~ hours in a two-week payroll period.

(1) Regularly Scheduled Part-Time

The term "regularly scheduled part-time" applies to any part-time employed by the Hospital to work on a continuing basis, a usual specified number of scheduled hours per payroll period.

(2) Casual

The term "casual" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed.

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UNION PROPOSAL NO. 13:

AMEND ARTICLE 38, (MINNEAPOLIS) DURATION AND RENEWAL

AMEND ARTICLE 35, (ST. PAUL) DURATION AND RENEWAL

38. DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, ~~2019~~ ~~2016~~ through and including May 31, ~~2022~~ ~~2019~~. 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~~ ~~2019~~ or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement.

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UNION PROPOSAL NO. 14:

AMEND LETTER OF UNDERSTANDING II CASE MANAGER (MINNEAPOLIS)

AMEND LETTER OF UNDERSTANDING IV CASE MANAGER (ST. PAUL)

LETTER OF UNDERSTANDING II - CASE MANAGER

~~April 2014~~

Children's Hospitals and Clinics of Minnesota and Minnesota Nurses Association hereby agree as follows with regard to positions in the Case Manager role:

~~Selection of people to fill case manager positions will be made by the manager based only on qualifications as determined by the manager. A standardized interview will be used for all candidates.~~

If patient care areas are experiencing a need to reduce staff in a daily mandatory LOA situation or longer term layoff situation, case managers would not be canceled, laid off or bumped out of their case manager position.

~~Notwithstanding Article 3.(c)(5) of the Minneapolis contract and Article 3.(c)(6) of the St. Paul contract, case managers with less than 41,600 hours of seniority will not have a blocked base schedule.~~

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UNION PROPOSAL NO. 15:

AMEND LETTER OF UNDERSTANDING X PER DIEM PROGRAM (MINNEAPOLIS)

AMEND LETTER OF UNDERSTANDING XII PER DIEM PROGRAM (ST. PAUL)

LETTER OF UNDERSTANDING X - PER DIEM PROGRAM

2007

(1) Per diem staff are ineligible for all benefits including but not limited to: vacation, sick time, and personal floating holidays and all insurance coverage including medical, dental, long term disability, and life insurance. Worked hours will be reported for pension, salary credit and seniority purposes. ~~Seniority may be exercised only following transfer to a regularly scheduled position.~~

All other language in Letter of Understanding- Per Diem Program would remain current by facility.

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UNION PROPOSAL NO. 16:

RENEW LETTERS OF UNDERSTANDING (MINNEAPOLIS & ST. PAUL)

All other letters of understanding in this agreement shall be renewed.

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UNION PROPOSAL NO. 17A:

AMEND ARTICLE 29, (MINNEAPOLIS)

29. ASSOCIATION SECURITY

(a) **Payroll Dues Deduction**

The Hospital agrees to deduct payments required by this Section 29 from the salary of each nurse who has executed the dues and fees authorization card ~~which has been agreed upon by the Hospital and 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 Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, phone number, classification, ~~average number of hours being worked,~~ authorized FTE, 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, phone number, classification, ~~average number of hours being worked,~~ authorized FTE 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.

(c) **Association Dues and Service Fees**

Annual dues, service fees and initiation fees, as described by this Section shall be in the amount certified to the Hospital as correct from time to time by the Association.

(d) Payment of Dues or Fees

Payments described by Paragraphs (f) and (g) shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month's payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.

(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 Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment.~~ A representative designated by Minnesota Nurses Association shall be afforded 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 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 Minnesota Nurses Association, she or he must pay a service fee to 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: _____"

(f) Representational Fee

No nurse shall be required to become or remain a member of the Association as a condition of employment.

Each nurse have the right to freely join or decline to join the Association.

Each Association member shall have the right to freely retain or discontinue his or her membership.

Nurses who elect to join the Association shall pay dues as determined by the Association and shall enjoy all the rights and benefits of membership.

Nurses who decline to join the Association will be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Association expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

No nurse shall be discriminated against on account of his or her membership or non-membership in the Association. A nurse who is eligible under MNA rules or bylaws for MNA membership at a reduced dues rate shall be entitled to elect agency fee status with the amount charged to be reduced from the full agency fee by a percentage proportionate to the reduction in membership dues for which the nurse is eligible.

(g) Effective Date

The provisions of paragraph (f) shall be applicable only to nurses hired on and after July 22, 1974.

(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.

(i) Application and Administration of Association Security

In the application and administration of this Section 29, the Hospital shall have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a nurse. The Association shall honor such requests and, in cooperation with the Hospital, will seek a harmonious solution to any problem that may arise.

Children's Minnesota

March 27, 2019

MNA Proposal to Children's Minnesota

Time: _____

UNION PROPOSAL NO. 17B:

AMEND ARTICLE 23, (ST. PAUL)

23. ASSOCIATION SECURITY

(a) Payroll Dues Deduction

The Hospital agrees to deduct payments required by this Section 23 from the salary of each nurse who has executed the dues and fees authorization card ~~which has been agreed upon by the Hospital and 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 Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, phone number, classification, ~~average number of hours being worked~~, authorized FTE, 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, ~~average number of hours being worked~~, phone number, classification, authorized FTE, 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.

(c) Association Dues and Service Fees

Annual dues, service fees and initiation fees, as described by this Section 23 shall be in the amount certified to the Hospital as correct from time to time by the Association.

(d) Payment of Dues or Fees

Payments described by Paragraphs (f) and (g) shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month's payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.

(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 Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment.~~ A representative designated by Minnesota Nurses Association shall be afforded 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 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 Minnesota Nurses Association, she or he must pay a service fee to 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: _____"

(f) Representational Fee

No nurse shall be required to become or remain a member of the Association as a condition of employment.

Each nurse has the right to freely join or decline to join the Association.

Each Association member shall have the right to freely retain or discontinue his or her membership.

Nurses who elect to join the Association shall pay dues as determined by the Association and shall enjoy all the rights and benefits of membership.

Nurses who decline to join the Association will be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Association expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

No nurse shall be discriminated against on account of his or her membership or non-membership in the Association. A nurse who is eligible under MNA rules or bylaws for MNA membership at a reduced dues rate shall be entitled to elect agency fee status with the amount charged to be reduced from the full agency fee by a percentage proportionate to the reduction in membership dues for which the nurse is eligible.

(g) Effective Date

The provisions of paragraph (f) shall be applicable only to nurses hired on and after July 22, 1974.

(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 17, Grievance Procedure, of this Contract Agreement.

(i) Application and Administration of Association Security

In the application and administration of this Section 23, the Hospital shall have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a nurse. The Association shall honor such requests and, in cooperation with the Hospital, will seek a harmonious solution to any problem that may arise.

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.

