



Minnesota Nurses Association

Proposal to

Fairview Health Services

2019 Contract Negotiations

March 15, 2019 at 3:00pm

MINNESOTA NURSES ASSOCIATION

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Union Proposal #1:

2. EDUCATION DEVELOPMENT

A. Tuition Reimbursement:

The Hospital shall pay nurses with authorized hours of thirty-two (32) or more hours per payroll period minimum reimbursement in the amount of 100% of tuition and required fees and books up to ~~three-five~~ thousand dollars (\$~~35~~,000) per calendar year for degrees in nursing or, alternatively, seventy-five percent (75%) of tuition and required fees and books up to ~~two-four~~ thousand dollars (\$~~24~~,000) per calendar year for educational course work at an accredited institution under the following circumstances:

1. The Vice President of Patient Care Services or designee must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.
2. The nurse must sign a certificate that she or he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. If a nurse fails to continue or return to work for at least one (1) year, the repayment shall be prorated based on the amount of time the nurse continues to work for the Hospital. Nurses who have 20,800 seniority hours or more at the time of termination shall not be required to make any repayment. At the time of layoff, a nurse will continue to be eligible for reimbursement as provided in this Section for courses previously approved and shall not be required to repay the Hospital any reimbursement which would otherwise be required to be repaid.
3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the nurse shall repay the Hospital any reimbursement she or he has been paid hereunder to the extent that she or he does not continue to or make herself or himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.
4. Registered Nurses may use tuition reimbursement for student loan forgiveness at 100% of the above tuition reimbursement rate.

C. Workshops, Courses, and Other Educational Programs:

A nurse may ~~use each calendar year up to be reimbursed up to~~ seven hundred and fifty dollars (\$750) ~~of the amount provided in this Section, reimbursed~~ at a rate of 100%, up to the maximum, for workshops, courses, professional nursing membership fees, provided those fees give access to continuing education, 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 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, 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

2. Preparing for national certification for the nurse's area of practice. (A list of currently recognized certification programs is attached as Appendix C.), or
3. Related to complementary therapies that may enhance the nurse's skills,
or
4. Related to the nurse's clinical area of practice. Pre-approval of the workshop or educational program will not be required.

E. Required Education Subsequent to Employment:

- A. Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement, and with the expenses thereof paid by the Hospital.

Required learning will be in a structured environment that may include such things as four or eight hour competency days, dedicated staff meeting times, presentations, skill labs, or structured time to complete a learning packet. Nurses working permanent relief or night shifts will continue to receive that respective shift differential for required learning and mandatory meeting hours.

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.

Each mandatory competency or required learning packet distributed to nurses, either by paper or by e-mail, shall specify the amount of paid time that has been approved for completion of the competency or required learning if it cannot be completed during the nurse's scheduled work shift.

B. The Hospital will be accountable to enroll and schedule each nurse for the designated mandatory learning. All nurses will receive an email notifying them of the mandatory education and instructions for accessing required education.

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

1. Scheduled within the nurse's work agreement
2. Adjacent to their shift after discussion with manager
3. Scheduled during low need days
4. At the request of the RN may be completed at home with discussion with manager

Compensation for Mandatory Education:

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

In the event the staff is pulled from the education to complete patient care (i.e. high census), the staff will be rescheduled prior to the completion deadline for the education.

C. The parties agree that a certain amount of preparation is required for successful completion of specific educational courses.

Therefore, the following shall be credited as hours worked and compensated as such, for time spent in preparation for successful completion of those certification and recertification:

<u>ACLS Certification</u>	<u>6 hours</u>
<u>ACLS/BLS Recertification</u>	<u>3 hours</u>
<u>PALS Certification</u>	<u>6 hours</u>
<u>PALS Recertification</u>	<u>3 hours</u>
<u>TNCC Verification</u>	<u>6 hours</u>
<u>NRP</u>	<u>8 hours</u>

In the event the education curriculum is significant changed, the parties will re-evaluate the paid study time for that course.

Pay for other courses that require study time to successfully complete an exam, and where study time is not already allocated in the course, will be determined by mutual agreement of the parties on a case-by case basis.

Union Proposal #2:

3. HOURS

B. Breaks

A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she or he will be given one (1) thirty- (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (½) hour, and if a nurse does not receive this meal break, she or he will be paid for the additional one-half (½) hour on duty time as provided in Section 3, "Hours." If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid meal break.

The following Missed Breaks Process shall be put into effect by Management:

- 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.

C. Scheduling:

3. Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings, or nights), except on days prior to scheduled days off and for those nurses working twelve (12) hour rotating shifts, in which case, those nurses shall be afforded at least twenty-four (24) hours between start times.
5. Nurses shall not be scheduled to work more than ~~seven (7)~~ five (5) consecutive days without the nurse's consent.
8. Except for holiday schedules or on-call requirements, the Hospital will not schedule a nurse to work more than three (3) consecutive calendar days of twelve (12) hour shifts without the consent of the nurse. Nurses working three (3) consecutive twelve (12) hour shifts shall not be scheduled for an additional eight (8) hours shift to follow such consecutive twelve (12) hours shifts. Nurses working five (5) consecutive eight (8) hour shifts shall not be scheduled for an additional twelve (12) hours shift to follow such consecutive eight (8) hours shifts.

Union Proposal #3:

4. SALARY

F. Confirmation of Work Agreement:

The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. This confirmation shall include her or his salary and increment level, including the credit assigned for such prior work experience, the number of hours per payroll period for which the nurse is being employed, and shift rotation to which the nurse will be assigned. This confirmed employment understanding shall not be changed without consent of the nurse and shall be updated to reflect any change in the nurse's employment as outlined above within thirty (30) days of the change.

It is in the interest of the Hospital and the Association to honor work agreements and make adjustments to these work agreements where appropriate.

Every effort will be made to grant temporary or permanent decreases in hours upon request of the nurse. Additionally, the Hospital may consider decreasing work agreements where a nurse has not consistently met her or his work agreement over a period of six (6) months and has demonstrated patterns of unavailability.

The following data points will be considered in evaluating voluntary increases in hours:

- ◆ overtime to cover vacations and holidays
- ◆ overtime to cover projects and committee work
- ◆ overtime and replacement time to cover sick leave, acuity, and census use of casuals and temporary agency nurses
- ◆ consistent use of additional hours beyond the work agreement on a pre-scheduled basis
- ◆ consistent variance between budgeted FTEs and actual FTEs

The increases or decreases shall be addressed at the unit level between the nurse and the nurse's manager. If they are unable to agree, the issue may be brought to a mutually agreeable labor-management group such as the Staffing Advisory Committee or other appropriate groups at the facility for consultation. This group shall use an interest-based problem solving approach to address the issue.

If resolution does not occur within a pre-determined period of time, the nurse may use the grievance process.

In determining whether a nurse has not met a work agreement, the Hospital shall consider all paid hours or unpaid benefit hours of LOAs provided by the Contract as hours worked.

H. 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 ~~two-four~~ dollars (\$~~2.004.00~~) per hour for all hours worked in that capacity. The differential applies to all hours worked in the role. The differential will stack with preceptor differential if the nurse is working in both roles (any other applicable premiums, bonuses, or differentials also apply).

A charge nurse will not be responsible for charge nurse duties on more than one unit at a time except in unanticipated circumstances.

K. Shift Differential:

Nurses rotating between the day and evening shifts shall be paid a shift differential of ~~one-three~~ two-four dollars and fifty cents (~~\$1-503.50~~) per hour for each hour worked on the evening shift.

Nurses rotating between the day and night shifts shall be paid a shift differential of ~~two-four~~ two-four dollars (~~\$2-004.00~~) per hour for each hour worked on the night shift.

Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid a shift differential of ~~four-six~~ two-four dollars (~~\$4-006.00~~) per hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift or on a schedule of rotating evening/night shifts shall be paid a shift differential of ~~two-four~~ two-four dollars and fifty cents (~~\$2-504.50~~) per hour.

Nurses who agree to work a rotation of evenings and nights will receive a shift differential of ~~two-four~~ two-four dollars and fifty cents (~~\$2-504.50~~) per hour for each hour worked on the evening shift and ~~four-six~~ two-four dollars (~~\$4-006.00~~) per hour for each hour worked on the night shift.

Nurses hired to work permanent evening or night shifts will continue to receive that respective shift differential for required orientation that occurs on the day shift.

No premium will be paid for an eight (8) hour shift ending at or before 7:00 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, other paid leaves provided in Section 13, and hospital-required learning and mandatory meeting hours.

M. Weekend Premium:

A nurse shall receive premium pay at the rate of ~~one-three~~ two-four dollars and twenty-five cents (~~\$1-253.25~~) per hour for each hour worked between 3:00 p.m. Friday and 7:00 a.m. Monday.

Q. Preceptor Pay:

A nurse recognized by the Hospital to be acting in an authorized preceptor capacity on any shift of work for at least four (4) hours shall be paid an additional ~~two-four~~ two-four dollars (~~\$2-004.00~~) per hour. The differential applies to all hours worked in the role, whether the nurse has taken the class or not. The differential applies when precepting new hires, students, or capstones. This differential will stack with charge differential if the nurse is working with both roles (any other applicable premiums, bonuses, or differentials also apply). The Preceptor Program shall be discussed at the Nursing Care Delivery Committee.

S. Transport Premium:

A neonatal intensive care registered nurse who has responsibility for nursing care of infants during transport ~~to the University of Minnesota Medical Center, Fairview-Riverside Campus~~ shall receive a payment of ~~thirty~~ thirty-five dollars (~~\$30~~35.00) for each transport of four (4) hours or less and of ~~sixty-one hundred~~ sixty-one dollars (~~\$60~~61.00) for each transport of more than four (4) hours.

T. Float Pool Differential:

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

U. Floating Out of Home Unit Differential:

Nurses required or who volunteer to float out of their identified home unit shall be paid at the rate of two dollar (\$2.00) per hour in addition to the regular rate of pay for all hours in which the nurse is floating.

Nurses with twenty (20) years of seniority shall not be required to float off his/her home unit.

Union Proposal #4:
5. ON-CALL DUTY

On-call duty shall be compensated as follows:

A. Off-Premises On-Call Pay:

A nurse shall be paid at an hourly rate of one hundred ten percent (110%) of the state, ~~or federal, Minneapolis, or St. Paul~~ minimum wage, plus thirty cents (\$0.30), whichever is ~~higher~~highest. ~~Effective June 1, 2005, the hourly rate shall become seven dollars (\$7.00) per hour or the higher of the state or federal minimum wage, whichever is greater for off-premises on-call duty.~~ She or 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 or 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.~~

B. On-Premises On-Call Pay:

Nurses who are required to remain on Hospital premises during on-call duty shall be paid at a rate of ~~seven dollars and seventy five cents (\$7.75) per hour~~ one hundred and fifty percent (150%) or the higher of the ~~federal, or state,~~ Minneapolis, or St. Paul minimum wage, plus thirty cents (\$0.30) whichever is greater. She or 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, she or he will be paid as provided in Sections 3 and 4.

Union Proposal #5:

7. ROTATION AND SHIFT OF CHOICE

- H. A nurse ~~electing a working a schedule of~~ rotating shifts ~~of choice~~ shall not be scheduled for more than three (3) starting shift times per four (4) week period. A nurse ~~electing a working a schedule of~~ straight shifts ~~of choice~~ shall not be scheduled for more than two (2) starting shift times per four (4) week period. ~~The foregoing provisions shall be modified to the extent necessary if the number of ten-year nurses on a unit would mean an inability to cover the required shifts.~~

Union Proposal #6:
9. VACATION

E. Vacation Donation:

The Minnesota Nurses Association and the Hospital have previously agreed on a plan whereby registered nurses may donate vacation benefits to assist other registered nurses in time of critical illness/need. The Hospital shall continue the existing plan during the term of this Agreement unless changes are mutually agreed upon between the Association and the Hospital.

Further, the Hospital agrees to make a matching donation of hours to a nurse in need for each hour of vacation benefit time a registered nurse donates to assist other registered nurses in time of critical illness/need.

Union Proposal #7:
10. SICK LEAVE

E. Sick Leave Payout on Retirement

A nurse who retires with six hundred forty (640) hours of accumulated and unused sick leave to her or his credit shall receive a payment of \$5,000.

Should a nurse retiring have less than six hundred forty (640) hours of accumulated and unused sick leave to her or his credit, those remaining hours shall be placed in a catastrophic leave bank to be accessed by nurses in times of critical illness/need. The catastrophic leave bank shall be jointly administered by the Hospital and the Union, and any criteria for nurses accessing the catastrophic leave bank shall be jointly developed in the appropriate labor management meeting.

Union Proposal #8:

13. LEAVE OF ABSENCE

C. Bereavement Leave:

A leave of absence of up to three (3) scheduled workdays without loss of pay 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, domestic partners, and such others as may be agreed upon between the nurse and the Hospital). Such leave shall be granted during a period including the day of the death and two (2) days before the funeral, the day of the funeral, and two (2) days after the funeral.

In addition, upon request, an employee will not be unreasonably denied unpaid bereavement leave as above for death of persons not otherwise covered by this Section

A nurse who has been granted leave under Section B above to care for a serious health condition in the immediate family shall be entitled to the paid bereavement leave in the event of the death of the family member for whom the leave under Section B was taken.

L. Paid Family Leave Proposal

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.

Union Proposal #9:

14. 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 part-time nurse scheduled for the particular unit and shift where the reduction is necessary. The work shift of a nurse will not be involuntarily cancelled after the start of the shift.

No regularly scheduled part-time nurse shall be required by the Hospital to take more than two (2) low-need days per Contract year (16 hours). If the least senior part-time nurse on a particular unit and shift has been assigned two (2) low-need days, the next least senior part-time 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 two (2) per Contract year for any regularly scheduled part-time nurse.

A part-time nurse regularly scheduled for sixty-four (64) compensated hours or more per pay period shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low-need days. A nurse to be assigned a low-need day pursuant to this Part D shall be given a minimum of four (4) hours advance notice before the beginning of any ~~holiday shift and two (2) hours advance notice before the beginning of any other~~ shift which is being cancelled.

Mandatory low need days shall not be assigned to regularly scheduled nurses on Thanksgiving, Christmas Day, or New Year's Day.

Casual part-time or temporary nurses shall not be assigned to work on units for which the nurse receiving low-need days is oriented or otherwise qualified. Part-time nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.

The Hospital shall make available at all times to all nurses a list for each unit detailing each nurse's seniority hours and assigned mandatory low need hours to be kept in real time via the current scheduling program.

Union Proposal #10:
22. NURSING CARE DELIVERY

D. Unit Grid Reviews

~~A structured review of the staffing grid of each unit will be completed annually. Nursing Directors will coordinate this review in their areas. The Minnesota Nurses Association will participate in this review.~~

~~Staffing grids will not be changed downward unless evaluated by a team. The team evaluating the staffing grids will be composed of staff nurses, the Minnesota Nurses Association co-chairs or designee, the nurse manager, the director of nursing, and other appropriate nursing leadership individuals.~~

~~If the character of a unit changes, the staff nurses or nursing leadership may initiate a structured review of that unit's grid or pattern for staffing.~~

~~The criteria for evaluation shall be consistent and determined by the Nursing Care Delivery Committee.~~

~~In evaluating staffing grids or patterns, it is the intent and desire to reach mutual agreement about appropriate staffing. Absent mutual agreement, changes shall not be implemented prior to utilizing the mediation resolution process set forth in paragraph 4 of this Section 22 B. There will be a quarterly report for each unit regarding overtime, casuals, agency use, sick leave, vacation, leaves of absence, and unfilled shifts.~~

The Union and the Hospital will agree on the core staffing required for each unit on a calendar year basis. Core staffing numbers/targets 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.

H. 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. Such shifts shall be awarded on a first come/first serve basis. 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 and 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 be 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.

Union Proposal #11:
24. HEALTH AND SAFETY

H. Workplace Violence Prevention

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 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.

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.

1. Units that require Code Green/Code 21 Alert 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 Code Green/Code 21 Alert and/or Crisis Intervention training is provided.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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;

Workplace Violence Prevention Committee

Fairview Health Services shall create a Workplace Violence Prevention Committee at each hospital (Fairview Southdale Hospital and the University of Minnesota Medical Center, Fairview—Riverside Campus). This committee shall meet once a month. MNA shall appoint MNA nurses to this Committee. There shall be a proportional number of MNA nurses based on the size of the facility-based committee.

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.

The sole purpose of the committee will be to create, evaluate, and implement preparedness and incident response action plans to acts of violence and to review these plans annually and propose any changes as deemed appropriate.

All reports and incidents of workplace violence shall be reported monthly to MNA and the Workplace Violence Prevention Committee. The information reported shall include the name of the hospital, the nature of the incident, the unit/department, and what action was taken by the Hospital if any.

The reporting system shall include acts of violence committed by staff, patients, family members, and visitors.

When a trend or pattern arises regarding workplace violence reports or concerns, the Workplace Violence Prevention Committee will meet and review relevant policies in order to make recommendations for changes or updates to the Hospital.

Workplace Violence Training

The Employer shall provide, to each represented employee, face-to-face training of a minimum of four (4) hours on the action plans and safety during acts of violence on an annual basis by an RN clinical expert.

The Employer shall provide updated policies about workplace violence at the trainings to all nurses.

Union Proposal #12:

28. ASSOCIATION COMMUNICATION AND CHAIRPERSONS

D. Union Staff Representatives

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

Union Proposal #13:

35. ASSOCIATION SECURITY

A. Payroll Dues Deduction:

The Hospital agrees to deduct payments required by this Section 35 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, ~~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 35 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 the Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative of the Minnesota Nurses Association shall be afforded one (1) hour at a time that is mutually agreeable to the Association and the Employer 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: _____~~

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 26, "Grievance Procedure," of this Contract Agreement.

I. Application and Administration of Association Security:

In the application and administration of this Section 35, 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.

J. 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 sixty (60) 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.

Union Proposal #14:

29. INSURANCE BENEFITS

8. 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.

Union Proposal #15:

42. DURATION AND RENEWAL

This Agreement will be in full force and effect from June 1, ~~2016~~2019, through and including May 31, ~~2019~~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, ~~2019~~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.

Union Proposal #16:

Letter of Understanding VI

Parking

The parties agree that in 2007 contract negotiations an agreement was reached that stipulated:

1. Parking deductions will be based on hours worked up to a maximum of eighty (80) hours per pay period.
2. If a rate increase is deemed necessary, it will not exceed three cents (\$0.03) per hour per year.
3. There will be a system in place to accommodate nurses who carpool an average of fifty percent (50%) of their authorized hours.

Furthermore, as of June 1, 2019, the parties agree that the Hospitals shall provide free parking for nurses working straight night shifts.

The parties also agree that the safety of employees is paramount and in recognizing this, certain steps shall be implemented in order to ensure that registered nurses have the ability to access parking that is safe, commonsensical, and fair. Therefore, the Hospital shall ensure:

1. That parking is available to nurses at their place of employment. Specifically, nurses working at University of Minnesota Medical Center, Fairview - Riverside Campus shall not be required to park offsite, while East campus employees park on the Riverside Campus.
2. That any nurse using the Hospital's shuttle to and from their designated parking lot shall not be inconvenienced by any more than 15 minutes each way.
3. That a seniority list for the awarding of parking spaces shall be maintained, easily accessible for nurses to review, and the list shall be evaluated at least twice annually to ensure that parking spaces are being granted accurately.
4. That there are security personnel readily available to provide escorts for nurses to their vehicles.

Union Proposal #17:

LETTER OF UNDERSTANDING II – PER DIEM NURSING PROGRAM

The Minnesota Nurses Association proposes to increase the wage scales for Per Diem nurses participating in the Per Diem Nursing Program at the same rate as the across the board wage increases secured for staff nurses and assistant head nurses on June 1, 2019, June 1, 2020, and June 1, 2021.

Union Proposal #18:

The Minnesota Nurses Association proposes an across the board wage increase of 7% effective June 1, 2019, 7% effective June 1, 2020, and 7% effective June 1, 2021.

Union Proposal #19:

The Minnesota Nurses Association proposes to renew all Letters of Understanding.

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.