Minnesota Nurses Association

Proposal to

HealthEast
Bethesda, St. John’s, and St. Joseph’s Hospital

2019 Contract Negotiations

March 15, 2019 at 3:00pm

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not be used in an Administrative Hearing or Arbitration as evidence of interpretation or intent if the proposal is withdrawn by the Union.
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Article 2 Educational Development

It is the mutual purpose of Minnesota Nurses Association and the Hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. To this end, salary increments for educational advancement are provided for in Section 4, Paragraph B. of this Agreement. Provision has also been made in Section 15 for appropriate leaves of absence for educational purposes.

A. Tuition Reimbursement: The Hospital shall pay the nurse one hundred percent (100%) reimbursement of tuition and required fees and books up to two thousand dollars ($2,000)-three thousand dollars ($3,000) for educational course work at an accredited institution under the circumstances listed below. An additional one thousand ($1,000)-two thousand dollars ($2,000) per year is available for educational course work in pursuit of a Bachelor of Science in nursing, Bachelor of Arts in nursing or Masters Degree or higher in nursing from an accredited institution.

1. The Clinical Director or Manager 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. Nurses who are regularly scheduled to work at least thirty-two (32) hours per two (2) week pay period are immediately eligible for participation in tuition reimbursement program at time of hire.

B. Schedule Accommodations: A nurse making satisfactory progress toward completion of a nursing or related degree may temporarily reduce hours in a manner that is mutually agreed between the Hospital and the nurse in order to accommodate completion of the degree.
A nurse may also be granted scheduling accommodations (without reduction of hours) in a manner mutually agreed between the nurse and the Hospital to facilitate the nurse completing the degree.

C. Workshops, Courses, and Other Educational Programs: Workshops, Courses, and Other Educational Programs: A nurse may use up to four hundred fifty-eight hundred dollars ($450,800.00) per year of the amount provided in this Section for workshops, courses, professional nursing membership fees, provided that those fees give access to continuing education, and Additionally, nurses may use 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 there under 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.

5. Casual nurses who work six (6) shifts more than the current contractual requirements during the period of 2300 on the Wednesday preceding Thanksgiving through 0700 on January 2, shall be eligible to receive a two-three hundred dollars ($200,300.00) workshop benefit to use for workshops attended during the 12-month period following January 2. If a casual nurse moves into a benefit-eligible position, the nurse will receive the full contractual workshop benefit, not to exceed four hundred fifty-eight hundred dollars ($450,00-800.00).

6. Workshop Dollars. Benefit-eligible nurses shall have the ability to utilize one-two hundred dollars ($100.00-$200.00) of the four-hundred-fifty-eight hundred dollars ($450,800.00) workshop benefit toward professional journals/texts. The current process in effect will be utilized for securing approval.
D. **Paid Workshop Days** [proposal to add new section D, pushing old section D to become section E.]

1. Full-time nurses shall receive three (3) paid education days per calendar year.
2. Part-time nurses who are authorized to work 32-79 hours per payroll period may receive a maximum of eight hundred dollars ($800) to be used as paid time to attend workshops, courses, and other types of educational programs. Time will be reimbursed at the straight time rate and will be allowed for time above the nurse’s authorized hours.
3. Documentation of attendance at the workshop, course, or educational program will be required.
4. Nurses shall be eligible to receive paid education days as outlined above for home study programs. Reimbursement will be paid at one hour of pay per one (1) CEU.
5. Workshop pay for nurses who are regularly scheduled to work ten (10) or twelve (12) hour shifts shall be equal to ten (10) or twelve (12) hours respectively if the workshop takes place on a day that the nurse would have been scheduled to work a ten (10) or twelve (12) hour shift.

E. **Required Education Subsequent to Employment:**

Any education required by the Hospital inclusive of preparation, testing or demonstration, subsequent to employment, shall be provided during hours compensated, pursuant to the Contract Agreement and with the expenses there of paid by the Hospital. For more information refer to HENSA policy E1 attachment.

Required learning will be in a structured environment that may include things such as four (4) or eight (8) hour competency days, dedicated staff meeting times, presentations, skill labs, or structured time to complete a learning packet.

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, cd’s, webinars, audio tapes, or self-study, may be used.

Each mandatory competency or required learning packet distributed to nurses, whether by paper or email, 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. The completion time shall include a reasonable amount of time for all prep work, and completion of review and testing. Reasonable allowance shall be made for unanticipated issues with the computer/internet and other barriers that might hinder the timely completion of the competency or required learning packet.

Nurses working permanent evening or night shifts shall continue to receive that respective shift differential for required learning and mandatory meeting hours.

2. The Hospital will be responsible for enrolling and scheduling each nurse for the designated mandatory learning. Email notice of the mandatory education and instructions for accessing required education shall be timely provided to each nurse. If the required education is provided in whole or part on the computer, then the Hospital will schedule each nurse to a designated time and available computer on their unit or elsewhere that computers are available.
Scheduling of time for required education shall adhere to the following pattern, ranked in order of priority:

A. Scheduled within the nurse’s work agreement.
B. Adjacent to the nurse’s shift after discussion with manager.
C. Scheduled during low need days.
D. At the RN’s request, education may be completed at home after discussion with manager.

3. Compensation for Mandatory Education
A. Education of three consecutive hours or greater will be completed within the nurse’s work agreement unless the nurse and the nurse manager agree on an alternative schedule.

B. Any educational activity with designated time of less than three consecutive 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.

The Hospital shall make every effort to ensure that no nurse shall be responsible for patient care during the time designated for completion of the required education. In the event the nurse is pulled from the education to complete patient care, (e.g., high census), the nurse will be rescheduled prior to the completion deadline for the education. If a nurse has been pulled from education to complete patient care and is unable to complete the required education prior to the completion deadline, the nurse will not be subject to discipline for failure to timely complete the required education.

C. The parties agree that a certain amount of preparation is required for successful completion of specific educational courses. Accordingly, the following shall be credited as hours worked and compensated as such, for time spent in preparation for successful completion of the following certifications or recertifications:

- AHA ACLS (Initial Instructor Led course) 16 Hours
- ACLS Re-Certification Heartcode™ (via LMS & Instructor led skill session) 8 Hours
- ACLS Refresher (Instructor-led) 8 Hours
- ACLS-EP (Instructor-led course) 8 Hours
- BLS Initial & Recertification 3 Hours
- PALS Certification 7.5 Hours
- TNCC Verification up to 18 Hours
- NRP 8 Hours

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

The parties shall mutually agree on a case-by-case basis, the appropriate pay for study time and successful completion of exams for courses not listed above.

5. Failure to Timely Complete Required Education

No nurse shall be subject to discipline for failing to timely complete required education under the following circumstances:

A. The Hospital fails or refuses reasonable requests to schedule the education.
B. The Hospital fails to provide the required training and all necessary training materials in a timely fashion.
C. The Hospital pulls the nurse from education for patient care or other reasons and fails or refuses to allow the nurse adequate time to complete the education before the required completion date.
D. Unforeseen circumstances arise preventing the nurse from timely completing the education.
Union Proposal # 2

Article 3 Hours [New Language added to subsection B (Breaks) following existing paragraph]

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 of 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 so would not jeopardize patient safety, as determined by the nurse’s professional judgment.

7) Management will not tolerate any retaliation of any kind against 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-minute rest 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, relief or nights) except on days prior to scheduled days off or, 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 of (e.g. a day shift could not be scheduled for at least forty-eight (48) hours from the start of a nurse’s night shift, but multiple day or night shifts could be scheduled consecutively). Twelve (12) hour nurses can consent to be scheduled with less than forty-eight (48) hours between rotations.

4. Nurses working a schedule of rotating shifts normally shall not be scheduled to work the relief shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off.

5. Nurses shall not be scheduled to work more than seven (7)-five (5) consecutive days without the nurse’s consent.

6. (No change)

7. 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, unless the nurse consents to this shift pattern. Nurses working five (5) consecutive eight (8) hour shifts shall not be scheduled for an additional twelve (12) hour shift to follow such consecutive eight (8) hours shifts, unless the nurse consents to this shift pattern.

D. Bonus for Extra Unscheduled Weekend Shifts:

Full-time and regularly scheduled part-time nurses who work more weekend shifts than the alternate weekends as authorized under Section 3 C. (1) of this Contract Agreement shall be paid an additional fifty-seven-five dollars ($50.75.00) for each four (4) hour increment of a non-scheduled weekend shift(s). The alternate weekend is defined as a schedule that includes every second or third weekend. A nurse who works a double shift in which both shifts are unscheduled will receive a two-three hundred dollars ($200300.00) bonus. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours. EWP RNs will receive a weekend bonus for any weekend shifts worked above their work agreement.

Nurses not on alternate weekend schedules will be eligible for the weekend bonus as outlined in Section 6(E.), Casual Part-Time.
Union Proposal # 4

Article 4 Salary

1. Salary

   A. **Salary and Increments**: The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) to become effective the pay periods beginning closest to June 1, 2019, June 1, 2020 and June 1, 2021 shall be shown on Charts A, B and C, which shall reflect an across the board wage increase of seven percent (7%) for each year of the Contract 2019-2022.

   B. Educational Increments [No Changes]

   C. **Recognition of Prior Experience**: Upon the employment by the Hospital of a nurse who has had prior experience as a professional nurse, either in some other hospital, including hospitals in foreign jurisdictions, or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4 of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital. The Hospital will maintain and utilize a non-discriminatory policy specifying the guidelines and process used in granting experience credit. The Hospital shall provide the Association with a copy of the general guidelines that it uses to determine the experience credit to be awarded to nurses.

   D. **Recognition of LPN or Other Non-RN Experience**: A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 16, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.

      The Hospital will maintain and utilize a non-discriminatory policy specifying the guidelines and process used in granting experience credit. The Hospital shall provide the Association with a copy of the general guidelines that it uses to determine the experience credit to be awarded to nurses.

   E. **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. Employment Agreements shall be updated to reflect any changes in the nurse’s employment as outlined above. The update shall be subject to the following terms: (1) a nurse shall be notified in writing of any intended changes to his/her Work Agreement; (2) a nurse’s written consent to a change of his/her Work Agreement must be obtained before any changes are made; and (3) changes to the Work Agreement shall be made in writing within thirty (30) days of and agreed upon changes and (4) annually, the nurse will be provided with a copy of the new Work Agreement along with a copy of the prior Work Agreement.

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 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 met a work agreement, the Hospital shall consider all paid hours or unpaid benefit hours of LOAs provided by the Contract as hours worked.**

**F.** Relieving a Clinical Director or Manager: When a staff nurse performs the duties of a Clinical Director or Manager, she or he shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift of work consisting of at least eight (8) hours of work. **No**
staff nurse acting in such function will be directed by the Hospital to hire, fire, participate in disciplinary action, or conduct performance evaluations. It is understood by the parties that having a staff nurse perform the duties of a Clinical Director or Manager is meant to be a temporary situation and should not interfere with the nurse staffing needed to meet patient care needs. These roles shall not be filled by staff nurses for a period greater than six (6) months. The Hospital agrees to provide MNA with advance notice its desire to have an MNA nurse fill the role of Clinical Director or Manager. The Hospital and MNA will jointly meet with the nurse to ensure that the union member/management demarcation lines are clearly understood.

G. Charge Differential. A nurse recognized by the Hospital to be acting in an authorized charge (or equivalent) capacity on any shift of work for at least four (4) hours shall be paid an additional two dollars ($2.00) four dollars ($4.00) per hour for all hours worked in that capacity, including time after the scheduled shift that is necessary to complete the work required on the scheduled shift.

A nurse who is working in the role of both preceptor and charge nurse will be eligible for both differentials.

A charge nurse will receive the aforementioned differentials in addition to any other applicable premiums, bonuses, or differentials.

A charge nurse will not be responsible for charge nurse duties on more than one unit at a time and will not have a patient load, except in exceptional and unanticipated circumstances.

H. Service Leader: A nurse functioning in the capacity of Operating Room Service Leader will be compensated at a rate of two dollars ($2.00) four dollars ($4.00) per hour for all hours worked up to eighty (80) hours (excluding on-call hours).

I. Preceptor: A nurse functioning as a preceptor will be compensated at a rate of one dollar and fifty cents ($1.50) three dollars and fifty cents ($3.50) per hour while working in the capacity of a preceptor. A nurse working in the roles of preceptor, service leader, service leader and/or charge nurse will be eligible for all differentials applicable to the role(s) in which he/she is working.

Paid training programs on teaching and preceptor training will be provided prior to the role starting and on an on-going basis to the core group of preceptors on each unit. Registered nurses who may fill in for the preceptor but who are not in the dedicated role shall be eligible for the compensation for all hours worked in which they assume the duties of preceptor whether or not they have taken the preceptor training course.

J. Application of Salary Minimums: In no case will a nurse be employed at a salary lower than the minimums set forth in this Agreement, except in an extraordinary case in which such employment is agreed to by the Hospital and the Association. The Hospital will notify Minnesota Nurses Association in any instance in which an ill, injured, or disabled nurse is offered temporary or permanent alternate employment at a lower rate of pay than the nurse received in her or his original position.
K. Length of Service Upon Promotion: Any nurse who is promoted from one classification to another will be paid the appropriate salary according to the foregoing table for the classification to which she or he has been promoted based upon her or his total length of service in the Hospital, and will thereafter receive appropriate length of service increases within the classification to which she or he has been promoted. A reassignment or promotion within the bargaining unit shall not affect the eligibility dates for length of service and educational increments.

L. Shift Differential: Nurses working schedules rotating into the evening or night shifts shall be paid a shift differential at the rate of one dollar and fifty cents ($1.50) three dollars and seventy-five cents ($3.75) per hour, one dollar seventy-five cents ($1.75) effective the pay period closest to June 1, 2008.

Regularly scheduled nurses (not casual nurses) who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid two dollars and fifty cents ($2.50) four dollars and seventy-five cents ($4.75) per hour, two dollars and seventy-five cents ($2.75), effective the first pay period closest to June 1, 2008.

Regularly scheduled nurses (not casual nurses) who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid four dollars ($4.00) six dollars ($6.00) per hour.

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, and other paid leaves provided by Section 15 for those nurses permanently assigned the evening and night shifts.

M. Straight Night Time-Off Bonus: In addition to the above, a full-time nurse working a permanent night shift for at least six (6) months shall receive a time-off bonus of two and one-half (2½) days with pay at the end of each six (6) month period. At the option of the nurse, pay in lieu of time-off may be elected. Part-time nurses working a permanent night shift for at least six (6) months shall receive a time-off bonus prorated from the above number of days, or pay in lieu thereof, for each six (6) months of permanent night assignment.

N. Weekend Premium: A nurse shall receive premium pay at the rate of one three dollars and ten ten cents ($1.10 3.10) per hour for each hour worked between 1500 Friday and 0700 Monday.

O. Reporting Pay: A nurse who reports to work for a scheduled shift shall be paid for not less than four (4) hours of pay as provided by Sections 3 and 4 of this Contract Agreement.

P. Recognition Bonus: Upon reaching (20) calendar years of service (based on contract entry date), a full-time (1.0 FTE) nurse shall receive an annual bonus as set forth below. Part-time and casual nurses shall receive a prorated bonus based upon the prior calendar year (January through December), total hours paid, up to the amount set forth below.
• 20-24 years - $1,500 1,800
• 25-29 years - $2,000 2,400
• 30-34 years - $2,500 3,000
• 35-39 years - $3,000 3,600
• 40-44 years - $3,500 4,200
• 45-49 years - $4,000 4,800
• 50 or more years - $4,500 5,400

Q. Pay for Certification:

(A) Certification/Recertification Costs:
Upon successfully completing a nationally recognized certification program, a nurse will be reimbursed by the Hospital for the application fee(s) to obtain such certification. A nurse will also be reimbursed by the Hospital for the costs of obtaining re-certification.

(B) Certification Bonus
Annually, on November 1 of each year, the Hospital shall pay a maximum of one two (12) bonuses of four hundred seven hundred fifty dollars seven hundred and fifty dollars ($4750.00) to any full-time or part-time (excluding casual and FSP nurses) nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix C. To receive this bonus, the nurse shall, prior to November 1, provide to the Hospital a copy of certification and shall have exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of the certification. Beginning June 1, 2005, the hospital shall pay a maximum of two (2) bonuses of four hundred and fifty dollars ($450.00) to any full-time or part-time (excluding casuals and FSP nurses) nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix C.

R. Registered Nurses will receive wage, pension and seniority credit for hours worked providing internal (peer) instruction related to patient care practice.

S. Bachelor’s Degree. Benefit-eligible employees, who achieve their BSN/BAN while employed in the bargaining unit, will receive a one-time five hundred seven hundred fifty dollars ($500750.00) payment in recognition of this achievement beginning June 1, 2007.

T. Master’s Degree Pay Rate: Recognizes Master’s in Nursing, Gerontology, Adult/Nursing Education, Psychology and Public Health for those nurses who have met the requirements for a Bachelor of Science or Arts Degree in Nursing.

[ADD NEW SUBSECTIONS]

U. Float Differential:
A nurse who is hired or transfers into a regularly scheduled position in the Float Pool will be paid four dollars ($4.00) per hour for all hours worked.
In addition to their regular rate of pay, nurses required or who volunteer to float out of their identified home unit shall be paid at the rate of two dollars ($2.00) per hour for all hours during which the nurse is floating.

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

V. Transport Premium

A registered nurse who has responsibility for nursing care of a patient shall receive a payment of fifty dollars ($50) for each transport of four (4) hours or less and one hundred dollars ($100) for each transport of more than four (4) hours.

W. Critical Shift Bonus

The Employer and the Union recognize that the availability of adequate staffing is influenced by numerous factors and that from time to time temporary circumstances create the need to offer incentives to cover hard to fill shifts. Critical Shift Bonuses will be offered on the following basis:

This additional bonus for picking up shifts is as follows: 8-hour shift will be $100 and a 4-hour shift will be $50

1. Staff will be confirmed for the bonus shift per normal extra shift policy and process. The bonus will apply to staff picking up extra shifts for the effective time period even if the shift was picked up prior to the implementation of the bonus.
2. Cancellation of additional weekend bonus shift will follow the normal cancellation order
3. Staff working 75% of each 4-hour shift/block picked up, who are sent home as a result of reduced staffing due to low volume (and not personal reasons) are eligible to receive the full bonus for that 4-hour block (example: must work 3 hours within the 4 hours block)
4. Casual staff will be eligible to receive the extra critical shift bonus for shifts that are picked up beyond their required shifts per 4-week schedule
5. RNs will be eligible to receive an additional weekend bonus for picking up extra shifts above their hired FTE.
6. The announcement for each Critical Shift Bonus will specify the shift length, start and stop time, date(s), department/unit, any special skill needs.

X. 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. 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 that it is safe to re-open the unit.

For Emergency Department and Obstetrical Units the following will apply:

1. The ED and OB will go on divert and the units will be closed until such time as the Charge Nurse informs the supervisor that it is safe to re-open the unit.

2. As soon as unstable patients are stabilized, the patient will be transferred to another unit or facility, and:

3. Stable patients and or family members shall be offered the option of being transferred to another unit or facility. These shall continue until such time the Charge Nurse informs the supervisor that it is safe to re-open the unit.

5. **ON-CALL DUTY**

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

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

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends.

If a nurse is called to work while on-call, and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.

Nurses shall not be required to take on-call duty if any of the following conditions are met:

- The nurse is age 55 and has worked a minimum of 52,000 compensated hours
- The nurse was hired prior to June 1, 1998, and is age 60
- The nurse has 60,000 compensated hours
- A nurse who is shift of choice eligible shall not be required to work on-premises on-call.
On-call duty shall be compensated as follows:

A. **Off-Premises On-Call Pay:** A nurse shall be paid five dollars and sixty-seven cents ($5.67) per hour, or 110% of state or federal, Minneapolis, or St. Paul minimum wage, plus thirty cents (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 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.

In areas where on-call duty is part of the nurse's work agreement, overtime language will apply for the first hour of a call shift when the call shift immediately follows a worked shift; off premise on-call language will apply when overtime exceeds one (1) hour into the nurse's call shift.

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-three cents ($7.73) per hour or one hundred and fifty percent (150%) of state, or federal, Minneapolis or St. Paul minimum wage, plus thirty cents (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 time shall not be considered hours of work for the purpose of determining overtime pay.

C. **Holiday on-Call Pay:** Nurses on-call, either on or off premises, on any of the holidays listed in Section 8 shall receive an additional two dollars and fifty cents ($2.50) per hour above the applicable on-call rate.

B-D. **Reporting Time.** In areas where on-call duty is mandatory, employees are expected to arrive at the Hospital within thirty (30) minutes of the time called to work.

6. **PART-TIME NURSES**

   A. **Part-Time Holidays:** A part-time nurse who works on New Year’s Eve, New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or the nurse’s birthday will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday. A regularly scheduled part-time nurse, as defined in Section 42 of this Agreement, shall be provided with two (2) personal floating holidays each Contract year at a time mutually agreed upon between each individual nurse and the Hospital.

   RNs with multiple contract jobs follow the holiday work obligations of their primary job (job #1).

   For purposes of this Section 6, Christmas Eve and Christmas Day shall be deemed to be included in the Christmas Holiday that extends over a forty-eight (48) hour period from 0700 beginning on December 24th through 0700 on December 26th; New Year’s Eve and New Year’s Day shall be deemed to be
included in the New Year’s Holiday which extends over a thirty-two (32) hour period from the start of the evening shift beginning on December 31st through the end of the evening shift beginning on January 1st. The above notwithstanding, if a nurse works more than one (1) shift during the forty-eight (48) hour period on either Christmas or the thirty-two (32) hour period on New Year’s, she or he shall receive pay at the rate of time and one-half (1½) for all hours worked on the holiday, and shall receive, in addition, one (1) hour of holiday pay for each hour worked, including overtime, on one (1) shift during this holiday period. If more than one (1) shift is worked during the holiday period, the nurse shall receive the aforementioned holiday premium pay for all hours worked. First shift shall be the one for which the holiday pay is received.

After twenty-five (25) calendar years of service, nurses working (.9) will not be required to work on the holidays specified in Section 8 of this contract agreement.

Part-time nurses shall not be obligated to work holidays if any of the following apply:

• After twenty-five (25) calendar years of service, nurses working (.98) will not be required to work on the holidays specified in Section 8 of this contract agreement.
• After 41,600 hours of service, nurses working part-time will not be required to work on the holiday specified in Section 8 of this contract agreement.

B. Part-Time Increments, Vacation, and Sick Leave: Regularly scheduled part-time nurses shall be eligible for the benefits below if they are willing to share weekend duty with the full-time staff and to share proportionately relief and night duty with the full-time staff:

1. Salary increments as described in Charts A, B and C on the basis of credit for one (1) year’s service for each two thousand eighty (2,080) compensated hours.

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

3. Part-Time Sick Leave: Regularly scheduled part-time nurses as described in part C of this Section 6 who have averaged thirty-two (32) compensated hours or more per two (2) week payroll period will be entitled to sick leave with pay for personal illness. Sick leave will be earned and accumulated in the same manner as provided for full-time nurses in Section 10 of this Agreement prorated on the basis of one (1) sick leave day earned for each 173.3 compensated hours up to the maximum accumulation. The Hospital may request reasonable evidence of such illness. Sick leave will be granted for absences from work only on a day scheduled as a work day.
C. Transfer between Part-Time and Full-Time: A change in status from full-time to part-time or from part-time to full-time shall not work a forfeiture of earned benefits. A change in status from full-time to part-time or from part-time to full-time shall not work a loss of credited standing to earn benefits, which benefits are contractually provided in the status to which the nurse has changed. Credited vacation standing earned as a part-time nurse who has changed to a full-time nurse status will be determined on the basis of credit for one (1) year's service for each two thousand eighty (2,080) compensated hours.

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

Casual part-time nurses shall receive salary increments as described in Charts A, B, and C on the basis of one (1) year's service for each two thousand eighty (2,080) compensated hours.

If a nurse transfers to a casual part-time status, she or he shall accrue no additional 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.

A Casual part-time 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.

A Casual part-time nurse is required to show evidence of current licensure in the State of Minnesota to the staffing office at each renewal date. The nurse also must complete Mandatory Education, BCLS Testing, the unit skill competencies required, and health screening (i.e. Mantoux) on an annual basis. This time will be paid.

Casual part-time nurses will accrue vacation provided the nurse works a minimum of four hundred sixteen (416) hours per anniversary year.

Casual part-time nurses are eligible for the one hundred dollar ($100.00) weekend bonus when working more than four (4) weekend shifts during a given four (4) week period. This four (4) week period covers the current posted schedule. Bonus status is determined at the time of shift commitment. Weekend bonus shifts include all shifts worked between 1500 Friday and 0700 Monday. Shifts worked for regularly scheduled staff will not count toward weekend bonus.
Nurses hired to Casual part-time status prior to 6-1-98: To maintain casual part-time status, a nurse shall not be unavailable to work for a period greater than two (2) consecutive months unless such nurse requests and is granted a leave of absence.

Nurses hired to Casual part-time status after 6-1-98: To maintain a casual part-time status a nurse must be available (and needed by staffing) to work two (2) shifts per four (4) week schedule, one (1) of which are evening, night, or weekend. Call shifts may be used to meet these requirements. A minimum of two (2) shifts per four (4) week schedule must be met even if all available shifts are evening, night, or weekends. Hour exchanges with regularly scheduled staff are not considered as part of the requirement. A casual part-time nurse may choose to work a two month requirement of shifts within a one month period and not work again for a month.

A casual part-time nurse will work at least one (1) holiday per year. Every other year will be Thanksgiving or Christmas.

Each casual part-time nurse will commit to the required two (2) shifts within two weeks after the posting of each four (4) week schedule. These two (2) shifts are dependent on hospital needs and/or staffing office request.

Casual part-time nurses may commit to work shifts for regularly scheduled staff at any time. However to maintain casual status the casual requirements must be met by the end of the four (4) week period.

It is the employee’s responsibility to maintain casual part-time status by contacting the staffing office to commit to the required shifts.

If a casual part-time employee has been inactive (not committing to two (2) shifts a month) for more than two (2) months the hospital will notify the employee in writing that their casual status is being terminated due to not meeting the requirements of this position. This requirement will be referred to the Labor/Management Committee and be subject to evaluation and change over the length of this contract.

E. Application of other Contract Provisions: Except as otherwise expressly limited or qualified by this Section 6, or another section of this Contract Agreement, a part-time nurse shall be entitled to the benefit of the other sections of this Agreement.

F. Eligibility and Accumulation of Benefits: For purposes of this Section 6 and Section 301, compensated hours shall include all hours for which a nurse is paid including off-premises on-call hours. An overtime hour shall be counted as a compensated hour on the basis of one (1) hour per each overtime hour paid.

In addition, compensated hours shall include hours which Section 15, Leave of Absence, Subparagraphs A., D., E., G., and I. provide are hours worked or hours for which length of service increments accrue.

G. Increase in Part-Time Hours: A regularly scheduled part-time nurse who, over a six (6) month period, is consistently scheduled for or consistently works more
shifts than the number confirmed pursuant to Section 4 C., or the most recent amendment to that employment understanding, shall, upon request of the nurse, have her or his confirmed number of work shifts increased up to the average number of shifts actually worked in the preceding six (6) months. If there are nurses holding recall rights to available hours, confirmation of increased work shifts to a nurse under this provision shall be delayed until qualified nurses holding recall rights to available hours have been offered recall. The above notwithstanding, no nurse shall be regularly scheduled for greater than full-time hours.
Article 8 Holidays

HOLIDAYS: (Full-Time Nurses, Eighty (80) Hours per Pay Period)

A. Paid Holidays: Nurses will be granted the following nine (9) holidays with pay: New Year’s Eve and New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Eve and Christmas Day. Full-time nurses shall be provided with three (3) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the Hospital.

B. Christmas and New Year’s Holidays: For purposes of this Section 8 and also Section 6, Christmas Eve and Christmas Day shall be deemed to be included in the Christmas Holiday which extends over a forty-eight (48) hour period from 0700 on December 24th through 0700 on December 26th; New Year’s Eve and New Year’s Day shall be deemed to be included in the New Year’s Holiday which extends over a thirty-two (32) hour period from the start of the relief evening shift which begins on December 31 through the end of the relief evening shift which began on January 1.

A nurse who works on the Christmas Eve or Christmas Day holiday shall receive time and one-half (1½) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for each shift scheduled during this forty-eight (48) hour period. If a nurse works more than eight (8) hours in one (1) shift during this forty-eight (48) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section. If a nurse works more than one (1) shift during the forty-eight (48) hour period, the first shift shall be the one for which holiday pay is received; the nurse shall be paid the aforementioned holiday premium pay for all hours worked.

Full-time nurses choosing to take two (2) shifts off during the forty-eight (48) hour Christmas Holiday period may:

a) Fill in eight (8) hours of benefit hours.

b) Pick up extra shift of their choice.

c) Fill in eight (8) hours credit time.

A nurse who works on New Year’s Eve or New Year’s Day shall receive time and one-half (1½) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift worked during this thirty-two (32) hour period. If a nurse works more than eight (8) hours in one (1) shift during this thirty-two (32) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. The aforementioned holiday pay and compensatory time off for all hours worked during that thirty two hour (32) time period. If a nurse works more
than one (1) shift during the thirty-two (32) hour period, she/he will be compensated as mentioned above, for all hours worked the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

If a nurse works on any of the other holidays specified in this Agreement, she or he will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday or will be given one (1) hour of compensatory straight time off within a two (2) week period before or within a two (2) week period after said holiday for each hour worked on the holiday, the nurse to choose the method of reimbursement or combination of methods.

C. Holiday on Day Off: If a holiday falls on a nurse's day off, she or he will be paid eight (8) hours of straight time pay for the holiday or will be given eight (8) hours of compensatory straight time off within a two (2) week period before or within a two (2) week period after said holiday, the nurse to choose the method of reimbursement.

D. Time Off in Lieu of Holiday Pay: A nurse electing compensatory straight time off in lieu of holiday pay shall be paid for such compensatory day during the pay period in which the compensatory day off is taken.

E. Holiday During Vacation: If a holiday falls during a nurse's vacation, or falls on a nurse's day off, the nurse will choose one of the following:
   1. Take the holiday as holiday pay and have vacation day banked.
   2. Take the holiday as vacation pay and request another day off as a holiday in the pay period preceding, during or after the holiday.

To request the use of your holiday time, submit a request form (Time Off Request Form) indicating three (3) choices in order of priority. If none of these choices can be granted, the nurse will be contacted to facilitate an alternative option. If no alternative can be agreed upon or the nurse does not request specific days to be used for the holiday, the holiday will be used to reduce the number of vacation days used.

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

- **No Holiday Work for Fifteen-Year Nurse:** A full-time nurse who has fifteen (15) calendar years of service or with 24,960 (12 years) seniority hours shall not be required to work on the holidays specified in Section 8 of this Contract Agreement. Part-time nurses shall not be required to work on the holidays if any of the following apply:
- **After twenty-five (25) calendar years of service, nurses working (.8 or greater) will not be required to work on the holidays specified in Section 8 of this contract agreement.**
After 41,600 hours of service, nurses working part-time will not be required to work on the holidays specified in Section 8 of this contract agreement.
Union Proposal # 6

Article 9 – Vacations

VACATIONS

• Vacation Accrual: General duty nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2), three (3) or four (4) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing five (5) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

Assistant head nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing four (4) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

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

Vacation shall be accrued based on compensated hours as such hours are defined in Section 6 G. The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual number of hours of vacation to which a nurse would be entitled based on the above schedule by 2,080 hours and shall be as follows:

1) Two (2) weeks' vacation - .0385 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 80 hours. Effective June 1, 1996, the annual maximums shall be deleted.

2) Three (3) weeks' vacation - .0577 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 120 hours. Effective June 1, 1996, the annual maximums shall be deleted.

3) Four (4) weeks' vacation - .0769 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 160 hours. Effective June 1, 1996, the annual maximums shall be deleted.
During the first year of employment, staff and assistant head nurses shall accrue vacation at the rate of .0385 hours of vacation for each compensated hour.

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

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

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

During the fifth year of employment and thereafter, a staff nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During the tenth year of employment, a nurse will receive one additional day of vacation.

During the fifteenth year of employment, a nurse shall receive two additional days of vacation.

During the twentieth year of employment, a nurse shall receive three additional days of vacation.

During the twenty-fifth year of employment, a nurse shall receive four additional days of vacation.

During the thirtieth year of employment, a nurse shall receive five additional days of vacation.

• Terminal Vacation Pay: Nurses who have completed six (6) months or longer of continuous service in the Hospital, including nurses of leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the above schedule, providing that they give the Hospital one (1) month’s written notice in case of voluntary termination of employment.

Vacation Scheduling:

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit.

• If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests, and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in Section 16 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. The grant of vacation requests in seniority-order shall be included in any policies or procedures that are developed to address the scheduling of accrued vacation time. Every effort will be made to allow the maximum number of nurses to use their accrued vacation time consistent with the provision of patient care needs. The Hospital shall not unreasonably deny vacation requests.

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.

Earned vacation shall normally be taken within a twelve-month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs.

All vacation and PPTO shall be given a minimum of two (2) hours prior to the start of a shift.

From time to time the Hospital reorganizes, eliminates or combines units/departments. Such actions will not work to the detriment of the right of nurses to receive grants of vacation time. Accordingly, if two or more departments are combined and each unit/department previously granted nurses in the separate units/departments 2 nurses off per shift, the newly formed unit/department shall not arbitrarily limit the combined unit/department that has an expanded number of nurses. Any decision by the employer to reorganize, eliminate or combine units or departments shall be subject to decisional and/or impact bargaining to the extent otherwise permitted under the contract or by law.
Article 10 – Sick Leave

C. Sick Leave Accrual Payout:

1. Registered Nurses who have ten (10) calendar years of service in the bargaining unit and who have a sick benefit accrued above (720) hours will be paid, in June of each year, 50% of their sick time accrued above 720 hours (up to 48 hours). Following this payout, the (720) hour cap will be reset.

2. At age 60 or older, a Registered Nurse who has accumulated 720-six hundred and forty (640) hours of sick leave will be paid a five ten-thousand dollar ($510,000.00) payout upon retirement.

The accumulated and unused sick leave of a nurse who retires from the Hospital with less than six hundred and forty (640) hours to his or her credit, shall be placed in a catastrophic sick leave bank which will be made available to 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

Article 15—Leave of Absence

[Add Section L.]

Paid Family Leave Proposal

L. 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.

[Add Section M]

M. Wedding Leave

An unpaid leave of absence of one calendar week will be granted to a nurse for the nurse’s wedding. This week will be counted as part of, not in addition to, any limits on vacation time off that may be taken.
Union Proposal # 9

Article 16 Low Need and Layoff

16. LOW NEED DAYS AND LAYOFF

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

A. Definitions: As used in this Section 16, the following terms shall be defined as follows:

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

2) "Qualified" means the ability to independently provide safe, direct patient care for the standard case load on the unit within a reasonable period of orientation not to exceed four (4) weeks; but said term does not require proficiency in all technical skills or the performance of leadership roles.

3) "Seniority" means the total compensated hours accrued by a nurse since her or his most recent date of employment into the bargaining unit at the Hospital. Compensated hours, as qualified in this paragraph, shall include all hours for which a nurse is paid. Each overtime hour worked shall be counted as one (1) compensated hour. Off-premises on-call shall be counted at the conclusion of each W2 year at the rate of one-fourth (¼) of the on-call hours paid. In addition, compensated hours shall include hours which Section 15, Leave of Absence, subparagraphs A., D., E., G. and I. provide are hours worked or hours for which length of service increments accrue.

The above notwithstanding, seniority for a nurse who transfers to a non-supervisory and non-managerial nursing position that is not covered by the Contract Agreement and is in the same hospital in which the nurse is employed in a bargaining unit position, shall accrue no further seniority. The nurse’s accrued seniority shall be maintained on the nurse’s record and shall be restored to the nurse if she or he transfers back to a bargaining unit position within one (1) year. The nurse may not exercise frozen seniority for any purpose under this Contract while in the non-bargaining unit position. If the nurse does not return to a bargaining unit position within one (1) year from the date of the transfer out of the bargaining unit, all bargaining unit seniority is lost.

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the Hospital each six (6) months and provided to the Minnesota Nurses Association.
B. Voluntary Low Need Days and Leave: Before resorting to Part D. of this Section or any layoff procedure, the Hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low need leave of absence without pay for up to ninety (90) calendar days. The Hospital will not permanently fill the nurses' position. In addition, the Hospital may, on a day-to-day basis offer individual low need days to full-time and part-time nurses. A nurse taking low need days pursuant to Parts B. and D. of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.

C. Floating in Lieu of Mandatory Low Need Days: If additional low need reductions are needed, nurses will be given the opportunity to float to available assignments in other units for which they are oriented or otherwise qualified.

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. All mandatory low-need days will be assigned for the entire shift. If the shift must be cancelled and the hospital has a need, the nurse has the option of working part of a shift. No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per Contract year. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) 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 three (3) 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 one and one-half (1½) hours advance notice before the beginning of the shift.

Mandatory low need days shall not be assigned to regularly scheduled nurses on Thanksgiving, Christmas Eve, Christmas Day or New Year’s Eve, 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. The Hospital shall not be relieved from this obligation based on the state of the technology that it has implemented for scheduling. The Hospital shall expeditiously arrange for technological upgrades to be made to allow for this information to be accessible to nurses in real time. In the interim, while these technological updates are being developed and implemented, the Hospital shall provide a reasonable alternative.
method for providing nurses with up-to-date information regarding each nurse’s seniority hours and assigned mandatory low need hours.

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

1) It is agreed that the operation of this Section 16 shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of seniority, however, only if nurses with greater seniority do not have the ability to become qualified.

2) A reduction of hours rather than a complete layoff may be used if necessary, to provide appropriate coverage for weekends or for operating rooms, visits or procedures. Reductions shall be made by reducing the hours of the least senior nurse remaining on the unit to thirty-two (32) hours per pay period and proceeding in that manner in reverse order of seniority until the necessary reduction has been achieved. Reductions in reverse order of seniority to less than thirty-two (32) hours may be made at the discretion of the Hospital.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in Section 15 G. of this Agreement. In effecting a reduction of nursing care hours on one or more units, the Hospital shall use a system whereby all affected nurses in order of greater seniority shall be offered all of the following choices:

11) Vacant positions for which they are qualified.

22) Qualified nurses will be given the opportunity to choose two (2) of the following three (3) options: FTE, shift, and/or unit. She/he will be offered positions reflecting this choice.

33) Nurses may accept complete layoff and retain full rights to recall.

A nurse displaced by a more senior nurse under (22) and (33) above would then, in seniority order, be offered option (11) through (33).

In exercising seniority rights under steps (11), (22), and (33) the nurse will be offered a position for which qualified according to the step selected, such position to be determined on the basis of the nurse’s position preference, greater seniority and the need to minimize multiple displacement of nurses.
Concurrently with the offering of steps (11) through (33), nurses shall be offered the option of accepting reduced hours in their unit. A nurse accepting such reduction shall be considered on layoff and retain all recall rights. Before or at the time a nurse is offered vacancies or replacement opportunities, the nurse will be provided a description of available positions which includes the unit assignment, shifts and number of scheduled hours.

As long as any nurse remains on layoff, the Hospital shall not newly employ nurses into the bargaining unit and shall not transfer or temporarily assign non-bargaining unit nurses into the bargaining unit until all nurses holding recall rights who are qualified shall have been recalled. After a full or partial recall of all qualified nurses on complete layoff who retain recall rights, this provision shall not prevent the new hire of nurses needed to provide appropriate coverage for weekends or for operating rooms, visits or procedures. Such newly hired nurse shall be limited to not more than thirty-two (32) scheduled hours per pay period as long as any more senior nurses on the unit have not been fully restored to her or his number of scheduled hours before layoff.

Scheduled hours on a unit shall not be increased for non laid off nurses without offering such hours to nurses from that unit who are on partial layoff. If a nurse from a unit has been completely laid off, scheduled hours of thirty-two (32) or more per two-week pay period shall not be added for non laid off nurses until nurses on complete layoff have been recalled.

Nurses on layoff who are presently qualified, shall be given first opportunity to work intermittent shifts that are available, before such shifts are offered to casual part-time or non-bargaining unit nurses. To the greatest extent feasible, such shifts shall be offered to nurses on layoff in order of seniority up to but not exceeding the number of scheduled hours per pay period before layoff. Intermittent shifts reasonably expected to occur over a continuing period of time shall not be used in lieu of recall of nurses who retain recall rights. An offer for intermittent shifts shall not be considered a recall.

When floating is needed, the Hospital will endeavor to take into consideration a nurse’s interest in becoming qualified in another unit of the Hospital.

As part of on-going communication between the Association and the Hospital, the Hospital will notify the Association as soon as it determines that a layoff may occur. The parties will meet to review relevant data and to jointly develop the procedures for applying this Section 16 E. to the specific situation.

A nurse and the Association will be given two (2) weeks’ written notice in advance of any layoff.

Involuntary transfers of nurses shall not be used to circumvent the layoff provisions of this Section 16.

A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay upon written request to the Hospital therefore.
A nurse on layoff status who has been benefit eligible and has worked an average of .4 FTE for the first four pay periods following layoff, shall continue on a benefit eligible status so long as she or he continues to work an average of at least .4 FTE per four pay periods either through intermittent shifts or because of recall. In the event that the nurse refuses a recall to a regularly scheduled benefit eligible position for which she or he is qualified, the nurse shall lose the benefit eligible status. Exceptions to the loss of benefit eligible status may be made in cases of extenuating circumstances.

In the event of a pending layoff or major restructuring, in addition to other contractual options, each senior nurse in affected or related clinical areas will be given the option of early retirement with the employer portion of health insurance (single coverage) continued until attainment of age 65. For purposes of this paragraph, senior nurses are defined as nurses (.7 or above FTE) at age 58 or above who have attained the monthly salary increment for twenty (20) years employment.

F. Recall: Notice of recall shall be in writing to a nurse, with simultaneous copy mailed to Minnesota Nurses Association. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to one (1) week to report to work after receipt of a notice of recall. A nurse who has been recalled or offered a position different than the position from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Contract Agreement. A different position means either a different unit or shift or number of scheduled hours.

A nurse recalled to the same position who declines the offer of recall shall lose all seniority rights.

A nurse unable to respond to notice of recall to the same position due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status.

Seniority shall be lost if the nurse is not recalled from layoff within one (1) year. Provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the Hospital within thirty (30) days before the expiration of the first year of layoff.
19. **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

No nurse shall be disciplined except for just cause. Except in cases where immediate termination is appropriate, the Hospital will utilize a system of progressive discipline. A nurse's participation in the Economic and General Welfare Program or eligibility for longevity benefits will not constitute just cause for discharge or other discrimination. Any Coaching that is reviewed and/or relied upon in determining the appropriate discipline, must have been issued in writing to the nurse subject to discipline contemporaneously at the time of the Coaching. If an Oral Warning is given, it shall be confirmed in writing, identified as disciplinary action, and a copy shall be given to the nurse. A copy of any Written Warning shall be given to the nurse and the Hospital shall simultaneously send a copy to the Minnesota Nurses Association. Whether or not a Warning is grieved, a nurse has the right to make a written response which will be maintained by the Hospital with any copy of the Warning.

A nurse participating in an investigatory meeting that reasonably could lead to disciplinary action shall be advised in advance of such meeting of its purpose. The nurse shall have the right to request and be granted Minnesota Nurses Association representation during such meeting. At any meeting where discipline is to be issued, the Hospital will advise the nurse of the right to have Minnesota Nurses Association representation at such meeting. The meeting shall not proceed unless the nurse affirmatively and voluntarily acknowledges in writing that he/she waives the right to representation. The nurse shall be afforded a reasonable amount of time to secure an Association representative. A representative from HealthEast Human Resources must be present at any meeting with a nurse which is investigatory and/or which could lead to discipline.

Upon written request of the nurse or the Association, all written documents relating to any oral or written disciplinary warning will be removed from the nurse’s personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary action have been given in the intervening period. Upon request of the nurse, a MNA representative may be present at time requested documents are removed. Warnings and other documents may be removed sooner by mutual agreement between the Hospital and the Association. Once removed items will not be put back in employee file. In no case will a warning or information specific to the warning once removed from the nurse’s file, be considered in future discipline or in arbitration proceedings.

Demotion from the classification of Assistant Head Nurse to a lower classification for disciplinary reasons, or on the basis of the nurse’s performance, shall be for just cause.

The Hospital will give a nurse two (2) weeks’ written notice (exclusive of terminal leave) prior to termination of employment or suspension unless said termination or suspension is for misconduct. Minnesota Nurses Association will be given written notice of any termination or suspension at the same time the affected nurse is given written notice.
UNIT CLOSURE

If the staffing grid is not met, the charge nurse will evaluate the following factors to assess and determine the adequacy of resources on the unit to meet patient care needs:

1. Patient acuity
2. Unit acuity level
3. Experience level of RN Staff
4. Composition of skills/roles available
5. Potential redistribution of the unit’s current patient assignments
6. Unit admissions, discharges and transfers

The charge nurse will document her or his evaluation of the unit.

If the charge nurse determines unit resources to be inadequate, the charge nurse, nurse manager or designee, and other key decision makers will consider options based on the following:

1. Review of current and future house-wide census, staffing, and patient assignments.
2. The availability to facilitate discharges, transfers, and admissions
3. The availability of additional resources

If the issue cannot be resolved and resources cannot be reallocated, the unit in question will temporarily close to admissions for a time period not to exceed two hours after appropriate communication of the closure has occurred. During this time period, further evaluation of the unit staffing will continue to take place.

However, it is recognized that certain situations such as community emergencies, EMTALA, or other legally-required admissions and situations that would jeopardize the safety of the patient may require a unit to admit a patient. In those situations, the charge nurse will continue to work with key decision makers to explore alternative solutions.

The parties will jointly discuss, review, and evaluate information related to closing units as part of the Staffing Advisory Committee’s regularly scheduled meetings. Joint Administrative Nursing Supervisor, Patient Care Supervisor and Patient Placement Manager education will be conducted during unit closure.
Management will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual and autonomous practice within the Nurse Practice Act.

Prior to the start of each shift, the bargaining unit charge nurse, or equivalent, will identify a unit plan addressing the number, frequency, and complexity of all anticipated admits, discharges, transfers, and individual patient activities and nursing care needs. The designated administrative nursing supervisor will collaborate with the charge nurse in planning and overseeing the flow of patients and timing of admits, discharges, and transfers based on patient acuities and current available RN staffing levels. The charge nurse and administrative nursing supervisor will develop a plan for nursing care delivery in the event of fluctuation in the above-patient flow. This collaborative process will include:

- Evaluation of hospital-wide activity and patient flow each shift and ongoing based on the collaborative assessments of the charge nurse and administrative nursing supervisor with consideration given to community activity, if applicable, (EMTALA Code Orange and other legally required admissions or situations), and internal emergency situations.
- Hospital-wide alert systems/patient-flow processes will be utilized collaboratively and at the discretion of the charge nurse and administrative nursing supervisor to address patient flow as it relates to RN staffing levels and other available sources needed to provide safe quality patient care using defined status alert criteria/patient-flow processes.
- The alert system, along with patient flow, will be evaluated by the Nursing Care Delivery Committee on a regular basis.

Recognizing the importance of the nurses’ individual and autonomous practice, as defined by the Nurse Practice Act, an MNA representative, Chair, or RN designee will be identified on existing patient flow committees or other appropriate committees where patient flow is discussed.

Only a registered nurse will assess, plan, and evaluate a patient’s or clients nursing care needs.

No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, or Hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment.

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

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

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

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

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. The Committee may appoint a task force as it deems appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including committees at department levels or unit levels, that relate to the type of changes referred to in paragraph A. and B. below, shall be routinely shared with all members of the Committee. The Committee will have two areas of focus:

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

The scope of the Committee’s work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care. In addition, the Committee will consider utilization of evidence-based nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence. In the
event of a dispute regarding changes in the role of the registered nurse or the application of the nursing process, changes will not be implemented until conflict resolution process is observed.

B. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation of the role of the registered nurse or application of the nursing process to delivery of patient care, it is the intent that those aspects will be considered under the guidelines in subsection 24 A. above. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.

C. Staffing Adequacy: The Care Delivery Committee will review:
1) Trends for all Concern for Safe Staffing forms on a quarterly basis.
2) Data gathered related to patient acuity such as nurses’ evaluation of staffing adequacy.
3) Census trends.
4) Other data as deemed necessary.
5) Any nurse’s appeal to the Care Delivery Committee if he/she feels a Concern for Safe Staffing has not been adequately addressed.

The Care Delivery Committee will pursue the feasibility of an acuity-based staffing system.

Definition: Staffing adequacy is not simply measured by applying numbers and ratios, but rather by evaluating a constellation of factors. HealthEast Hospitals (the Employer) and the Minnesota Nurses Association Registered Nurses Bargaining Unit (MNA) agree on the shared goal of a safe, compassionate care experience, that is cost effective and high quality for all patients that the Hospital services. Both are committed to develop an atmosphere that fosters mutual decision-making. Nursing leadership believes that nursing judgment supersedes projected calculations. This belief, however, is best supported when staff trusts that their input is valued by leadership and leadership trusts that the bedside nurses’ assessment of patient or family needs is valid. Open communication fosters consensus. Cooperative relationships between management and the Registered Nurses will be strengthened through the Staffing Advisory Committee. The intent of this committee is to develop a framework ensuring that the Staff Nurse voice is heard regarding staffing needs.
As we focus on staffing needs the following factors may trigger further discussion/investigation. They include, but are not limited to:

1) The number of admissions, transfers and discharges per shift, per day, per month.
2) Inability to meet approved staffing grids on a regular basis.
3) Greater than a 15% increase or decrease in patient/surgical volume for a period of one month.
4) A change in patient assignment throughout the shift resulting in assessments not completed in required time and failure to advance the plan of care or complete documentation.
5) 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
6) Inability to find adequate staff to fill core shifts.
7) Increased trends in medication errors and falls.
8) Increased vacancy or turnover rates greater than 15%.
9) A pattern of increasing need for Voluntary Low Need Days, or need for Mandatory Low Need Days.
10) RN to patient ratio at maximum level on the grid, and expected to absorb additional patients at least 50% of the time.
11) Increase in patient or family concerns for a particular unit.
12) Increase in RN work related injuries.

Once a trigger has been identified, the following guidelines may be used for further investigation, either with the Clinical Manager/Director or SAC, as appropriate:

1) Staffing adequacy completed for one month with results reviewed at SAC.
2) The appropriate data will be collected and reviewed based on the problem identified.
3) Assess patient needs and determine if variances are needed from the normal staffing pattern or patient assignments. Staffing adjustments can be made based on professional judgment by the nursing staff in collaboration with nursing leadership to best meet patient needs.

Any plan for change will include joint measures to determine their effectiveness and a time frame for evaluation. Indicators of effectiveness will be jointly developed, and will include staff satisfaction; financial impact and patient care quality. A report of these conclusions will be made to the Care Delivery Committee.

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

Pilot programs involving the type of changes referred to in paragraph A. and B. that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.
By mutual agreement, the functions of Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.

The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

In order to achieve staffing adequacy discussed above, the Union and the Hospital must regularly review and, when needed, modify staffing grids. Grid review will be completed as follows:

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

A structured review of the staffing grid of each unit will be completed annually prior to the budgeting period. 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, Safety Events
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.
[New Section] Technological Changes

[NORMAL  SECTION 25. TECHNOLOGICAL CHANGES]
Nursing care delivery may be impacted by technological changes. Technological changes may also impact other terms and conditions of this Collective Bargaining Agreement. The following shall apply to all major technological changes:

A. The Hospital shall give the Association written notice of any decision to introduce major technological changes.

B. Staff nurses, selected by the Association, shall participate on teams or committees which select and evaluate new technology involving nursing.

C. A defined department-based process will be instituted for planning implementation, and evaluation of major technological changes.

D. No technological changes shall be allowed to adversely impact rights granted under the CBA.

E. The parties shall jointly develop a process for reviewing, integrating or challenging data or processes.

F. The parties acknowledge that as technology rolls out, there may be unanticipated changes that impact areas including, but not limited to Nurse Care Delivery, Patient Flow, Staffing, Scheduling, Vacation, Shift of Choice, FTE adjustments, Seniority Rights and Grid Review. In addition to working collaboratively to ensure that any new technology is selected and integrated in a manner that does not violate contract terms, and provides for maximum transparency, the parties agree that the Hospital will provide for special processing of grievances that arise, in whole or in part, from the technological changes. The special processing will include, but not be limited to: (A) the filing of an Association Grievance that shall provide umbrella protection that extends the window period for filing and resolution of such grievances; (B) the provision of make whole remedies that include making adjustments as the lowest possible level in the process; and (C) the Hospital promptly providing all data needed to review and adjust grievance.

G. The parties will make every effort to work collaboratively, however, to the extent that nurses’ CBA rights are still impacted by the technological changes, MNA expressly reserves the right to proceed with grievances and to demand to bargain.
Union Proposal #14

Article 28 - Health and Safety [Renumbering due to New Article 25]

D. Nursing Health and Safety Committee: A Nursing Health and Safety Committee will be established as a component part of the Hospital's basic Health and Safety Committee. The Nursing Health and Safety Committee shall consist of an equal number of representatives designated by the Hospital and designated by the bargaining unit. The Committee shall consider and develop recommendations on health and safety matters of particular concern to registered nurses, including but not limited to infectious diseases, chemical hazards, security and physical safety, radiation and education and development and display of signage targeting workplace violence. The Hospital will cooperate in providing the Nursing Health and Safety Committee with relevant background information. Recommendations will be sent to the Hospital Health and Safety Committee for action. If those recommendations are not implemented, the Committee may bring the matter to the attention of the Chief Nurse Executive.

In addition to providing access to and copies of the OSHA 200 records and First Report of Injury forms as required by Statute or Rule and Regulations, the Hospital will furnish copies of its Right to Know plan and its over-all AWAIR plan.

E. Physical Violence and Verbal Abuse: Each facility will have a trained response team(s) which will respond to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. The process set forth below in F. Workplace Violence shall govern the handling of incidents of workplace violence. 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 registered nurse.

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

In addition, a registered 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.

**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 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 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 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;
Union Proposal # 15

Article 31 – Association Communication and Chairpersons

[ARTICLE 31, ASSOCIATION COMMUNICATION AND CHAIRPERSONS, Renumbered due to Addition of New Article 25]

[ADD NEW Subsection D. UNION REPRESENTATIVES

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 #16

[Renumbered Article 32. Insurance due to addition of new Article 25]

1. **INSURANCE BENEFITS**

   A. **Hospitalization Insurance:** The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

   1) The hospital shall pay eighty-five percent (85%) of the single employee premium toward the cost of single employee coverage under said insurance program for those nurses electing to be covered by the insurance program. The employer shall pay seventy-five percent (75%) of the premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the primary health care plan (EPO) for those nurses selecting such coverage. The employer shall pay sixty-seven percent (67%) of the premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the PPO plan offered by employer for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse. For the MNA I and MNA II health plans, the hospital shall pay two hundred and thirty-eight dollars ($238.00) toward premiums toward the additional premium for employee + spouse and employee + child(ren) for those nurses electing such coverage. The hospital shall pay two hundred sixty-one dollars ($261.00) toward premiums toward the additional premium charged for family coverage for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse.

   In addition to the employer contribution toward dependency premium specified above, for MNA I and MNA II, the employer shall pay fifty percent (50%) of any increase in the additional premium charged for dependency coverage under the Plan in which the nurse is enrolled. An eligible dependent also includes a domestic partner of a committed, same gender relationship, and his/her children.

   2) Part-time nurses meeting the hours requirement in Section 6 C. 3 of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.

   3) A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under a pension plan to which a Hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital at which the nurse was last employed, as said program is provided for in this Section, at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.
An additional hospitalization insurance provision effective June 1, 1995 relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 16 E. relating to Layoff of this Contract Agreement.

4) No change in said insurance program shall diminish overall benefits for nurses. There will be no change in co-pays, deductibles, or differentials in MNA I and MNA II plans during the life of the current agreement.

The following provisions shall be applicable to the Hospital's existing Health and Hospitalization Plans:

   a. **Open Enrollment**: Open enrollment shall be provided on an annual basis for the Hospital's existing plans.

   b. **Appeal Process**: Each plan provided by a Hospital shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.

   c. **Pre-Existing Conditions**: The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.

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

6) 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.
ADD NEW Subsection F. as follows: 

F. New Employee Orientation

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

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 or designated MNA Steward reasonable time, not to exceed 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. The meeting will be a component of a nurse’s initial orientation checklist and scheduled at a mutually agreeable time (during initial orientation) between the Employer and the MNA Chairperson or designated MNA Steward. The MNA meeting with the nurses shall be paid time for the MNA Chairperson or designated MNA Steward. The meeting shall occur during or immediately before or after the Employer's orientation.
42. DURATION AND RENEWAL

This Agreement will be in full force and effect from June 1, 2019, through and including May 31, 2022. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, 2022, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.
Union Proposal # 19

Letters of Understanding

LETTERS OF UNDERSTANDING
All Letters of Understanding shall be continued for the duration of this Collective Bargaining Agreement
APPENDIX E- INTENT ON-CALL DUTY

8. In areas where on-call duty is mandatory, employees are expected to arrive at the Hospital within twenty (20)-thirty (30) minutes of the time called to work. Employees are expected to be available for call at the beginning of call shift. **EXAMPLE:** If on-call shift is 7:00 a.m.-3:30 p.m. a surgery employee may be called at 6:40 a.m. and expected to be at work at 7:00 a.m.
[MNA submits this proposal to clarify the expansion of Appendix C to include all Certifications the Employer has agreed to recognize to date.]

ACCE—ASPO/Lamaze Certification in Childbirth Education
Ambulatory Care Nurse—ANCC
CAPA—American Society of Peri Anesthesia Nurses
CARN—National League for Nursing certification for Addictions Nursing
CCRN—American Association of Critical-Care Nurses
 — Adult Critical-Care Nursing
 — Neonatal Critical-Care Nursing
 — Pediatric Critical-Care Nursing
CDE—American Association of Diabetic Educators
CEN—Emergency Nurse Association
CFRN—Emergency Nurse Association Certification in Flight Nursing
CGRN—Society of Gastroenterology Nurses and Associates, Inc.
CN—American Nurses Association (ANCC—American Nurse Credentialing Center)
CIC—Infection Control—
CRNI—Intravenous Nurses Society
IBCLC—International Board of Lactation Consultants Examiners, Inc.
CHN—Nephrology Nursing certification in Hemodialysis
CPDN—Nephrology Nursing certification in Peritoneal dialysis
CNA—Nursing Administration, ANCC
CNN—American Nephrology Nurses Association
CNRN—American Association of Neuroscience Nurses
OCN—Oncology Nurses Society
CRNFA—Association of Peri Operative Registered Nurses, Inc.
CRNO—American Society Ophthalmic Registered Nurses
ONC—National Association Orthopedic Nurses
FAAPM—American Academy of Pain Management
CNOR—Association Operating Room Nurses
CORLN—Society of Otorhinolaryngology and Head-Neck Nurses, Inc.
CPSN—American Society of Plastic and Reconstructive Surgical Nurses
CPAN—American Society of Post Anesthesia Nurses
CRRN—Association of Rehabilitation Nurses
CURN—American Board of Urologic Allied Health Professionals
CVN—Cardiac/Vascular Nurse—ANCC
CWOCN—Wound, Ostomy and Continence Nursing Certification Board
HNC—American Holistic Nurses Association
Informatics Nurse—ANCC
Nursing Case Management—ANCC
Nursing Professional Development—ANCC

RNC—National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing
 — Specialties
 — Inpatient Obstetric Nurse
 — Hospice
— Neonatal Intensive Care Nurse
— Low-Risk Neonatal Nurse
— Reproductive Endocrinology/Infertility Nurse
— Ambulatory Women's Care Nurse
— High-Risk Obstetric Nurse
— Maternal-Newborn Nurse
— American Nurses Association
— General Nursing Practice
— Perinatal Nurse
— High-Risk Perinatal Nurse
— Maternal-Child Nurse
— Pediatric Nurse
— Medical-Surgical Nurse
— Gerontological Nurse
— Psychiatric and Mental Health Nurse
— Adult Nurse Practitioner
— Cardiac Rehabilitation Nurse
— Home Health Nurse

The Hospital may agree to recognize the following or other certifications it agrees is applicable to an individual nurse's area of practice.
— ANCC Pain Management
— MSNCB
— CRNA – Council on Certification of Nurse Anesthetists
— CNM – Association of Certified Nurse Midwives
— CPN AND CPNP – Certification Board of Pediatric Nurse Practitioners and Nurses
— PCCN – Progressive Care Certified Nurse
— CCNS – Critical Care Nurse Specialist
— CMC – Cardiac Medicine Certification
— CSC – Cardiac Surgical Certification
— CPN – Certified Pediatric Nurse
— CHPN – Certified Hospice & Palliative Nurse
— CPON – Certified Pediatric Oncology Nurse
— RNC – National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
— Women's Health Care Nurse Practitioner
— Neonatal Nurse Practitioner
— American Nurses Association
— Pediatric Nurse Practitioner
— Gerontological Nurse Practitioner
— Clinical Specialist in Gerontological Nursing
— Clinical Specialist in Medical-Surgical Nursing
— Clinical Specialist in Adult Psychiatric Mental Health Nursing
— Clinical Specialist in Child & Adolescent Psychiatric and MH Nursing

NOTE: Most organizations on this list conduct their certification examinations through separately established boards or corporations.

MNA 2007
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 interpretation or intent if the proposal is withdrawn by the Union.
<table>
<thead>
<tr>
<th>Name</th>
<th>Credential</th>
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<tbody>
<tr>
<td>Clinical Documentation Improvement Professional</td>
<td>CDIP</td>
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<tr>
<td>Certified Brain Injury Specialist</td>
<td>CBIS</td>
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<tr>
<td>Certified Brain Injury Specialist Trainer</td>
<td>CBIST</td>
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<tr>
<td>Physician Assistant</td>
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<tr>
<td>Certified Addictions Registered Nurse</td>
<td>CARN</td>
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<td>Certified Chemical Dependency Counselor</td>
<td>CCDC</td>
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<td>Credentialed member, American Academy of Medical Administrators</td>
<td>CAAMA</td>
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<td>Adult-Gerontology Primary Care Nurse Practitioner</td>
<td>A-GNP</td>
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<td>Gerontological Nurse Practitioner</td>
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<td>Certified Professional Coder-Hospital</td>
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<td>Certified Cardiac Rehabilitation Professional</td>
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<tr>
<td>RN-Coder</td>
<td>CRN-C</td>
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<td>Adult-Gerontology Clinical Nurse Specialist (wellness through acute care)</td>
<td>ACCNS-AG®</td>
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<tr>
<td>Neonatal Clinical Nurse Specialist (wellness through acute care)</td>
<td>ACCNS-N®</td>
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<tr>
<td>Pediatric Clinical Nurse Specialist (wellness through acute care)</td>
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<td>Adult Acute Care Nurse Practitioner</td>
<td>ACNPC®</td>
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<td>Acute Care Nurse Practitioner (Adult - Gerontology)</td>
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<td>Acute/Critical Care Clinical Nurse Specialist (Adult, Neonatal, Pediatric)</td>
<td>CCNS®</td>
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<tr>
<td>Critical Care Registered Nurse. Please use the individual certifications available for CCRN</td>
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<td>Adult, Neonatal, and Pediatric Acute.</td>
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<td>Acute/Critical Care Nursing (Adult)</td>
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<td>Acute/Critical Care Nursing (Neonatal)</td>
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<td>Acute/Critical Care Nursing (Pediatric)</td>
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<td>Critical Care RN with Cardiac Medicine Subspecialty</td>
<td>CCRN-CMC</td>
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<tr>
<td>Critical Care RN with Cardiac Surgery Subspecialty</td>
<td>CCRN-CSC</td>
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<tr>
<td>Tele-ICU Acute/Critical Care Nursing (Adult)</td>
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<td>Acute Critical Care Knowledge Professional (Adult)</td>
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<td>Acute Critical Care Knowledge Professional (Neonatal)</td>
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<td>Acute Critical Care Knowledge Professional (Pediatric)</td>
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<tr>
<td>Cardiac Medicine (Subspecialty) Certification</td>
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<td>Certified Nurse Manager and Leader</td>
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<td>Cardiac Surgery (Subspecialty) Certification</td>
<td>CSC®</td>
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<td>Progressive Care Nursing (Adult)</td>
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<td>Progressive Care Certified Nurse with Cardiac Medicine Subspecialty</td>
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<td>Certified Heart Failure Nurse</td>
<td>CHFN</td>
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<td>Certified Nurse Life Care Planner</td>
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<td>Certified Specialist in Poison Information</td>
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<tr>
<td>Certified Gastrointestinal Registered Nurse</td>
<td>CGRN</td>
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<tr>
<td>Certified Occupational Health Nurse</td>
<td>COHN</td>
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<tr>
<td>Certified Occupational Health Nurse, Case Management</td>
<td>COHN/CM</td>
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Certified Occupational Health Nurse, Safety Manager with CM
Certified Occupational Health Nurse, Safety Manager
Certified Occupational Health Nurse-Specialist
Certified Clinical Transplant Coordinator
Certified Clinical Transplant Nurse
Certified Procurement Transplant Coordinator
Certified Transplant Preservationist
Cardiovascular Educator
Cardiovascular Nurse Practitioner
Cardiovascular Nurse Specialist

Cardiovascular (Ed, telemetry, & stepdown)

Cardiovascular (CCU/CVICU and Cath lab)

Cardiovascular (Cath Lab, Intervention IF RCIS-certified)

Certified in Cardiovascular Perfusion
Certified Managed Care Nurse
Stroke Certified Registered Nurse
Certified Neuroscience Registered Nurse
Certified Ambulatory Perianesthesia Nurse
Certified Post Anesthesia Nurse

Certified Healthcare Quality Management
Certified Wound Associate
Certified Wound Specialist
Accredited Case Manager
Certified Forensic Nurse
Certified Assisted Living Administrators
Certified Nursing Home Administrators
Certified Healthcare Executive

Certified Personal Trainer; Exercise Specialist; Clinical Exercise Specialist; Health/Fitness Personal Trainer; Registered Clinical Exercise Physiologist
Certified Corrections Nurse
Advanced Health & Fitness Specialist
Group Fitness Instructor Certification
Lifestyle & Weight Management Consultant
Personal Trainer Certification
Certified Coding Associate
Certified Coding Specialist
Advanced Holistic Nurse Board Certified
Advanced Practice Holistic Nurse, Board Certified

COHN/CM/SM or COHN-S/SM
CCTC
CCTN
CPTC
CTP
CVNE
CVNP
CVNS

CVRN-Level I
CVRN-Level II
CVRN-Level III
CCP
CMCN
SCRN
CNRN
CAPA®
CPAN®

CHCQM
CWCA
CWS
ACM
CFN
CALA
CNHA
CHE, FACHE
ACSM-
Certified

Personal Trainer

CCN
ACE®
ACE®
ACE®
ACE®
ACE®
CCA
CCS
AHN-BC
APHN-BC
Holistic Baccalaureate Nurse, Board Certified
Holistic Nurse Board Certified
Health and Wellness Nurse Coach Board Certified
Nurse Coach Board Certified
Certified Materials & Resource Professional
Certified Professional in Healthcare Risk Management
Legal Nurse Consultant Certified
Certified Renal Lithotripsy Specialist
Certified Nurse Midwife
Acute Care Nurse Practitioner - ANCC
Adult Clinical Nurse Specialist
Advanced Forensic Nursing
Adult-Gerontology Acute Care Nurse Practitioner
Adult-Gerontology Clinical Nurse Specialist-Board Certified
Advanced Genetics Nursing
Adult-Gerontology Primary Care Nurse Practitioner
Adult Nurse Practitioner - ANCC
Advanced Public Health Nurse (Public/Community Health Clinical Nurse Specialist - PHCNS-BC prior to 2008)
Advanced Public Health Nursing
Advanced Diabetes Management for Clinical Nurse Specialist & Nurse Practitioner
Clinical Nurse Specialist, Core
Emergency Nurse Practitioner
Family Nurse Practitioner - ANCC
Gerontological Clinical Nurse Specialist
Gerontological Nurse Practitioner - ANCC
Clinical Nurse Specialist in Home Health Nursing
Nurse Executive, Advanced (Certified Nurse Administration - CNA,BC prior to 2008)
Nurse Executive (Certified Nurse Administration - CNA,BC prior to 2008)
Pediatric Clinical Nurse Specialist
Clinical Nurse Specialist Public Community Health
Adult Psychiatric & Mental Health Clinical Nurse Specialist
Clinical Nurse Specialist Child & Adolescent
Child & Adolescent Clinical Nurse Specialist
Adult Psychiatric & Mental Health Nurse Practitioner
Family Psychiatric & Mental Health Nurse Practitioner
Pediatric Nurse Practitioner
Pediatric Primary Care Nurse Practitioner
Ambulatory Care Nursing
Cardiac Rehabilitation Nurse
Cardiac/Vascular Nurse
Case Management Nurse
Certified General Nursing Practice
College Health Nurse
Gerontological Nurse
High Risk Perinatal
Home Health Nurse
Informatics Nurse
Maternal Child Nursing
Medical-Surgical Registered Nurse
National Healthcare Disaster Professional
Pain Management Nurse
Pediatric Nurse
Perinatal Nurse
Psychiatric & Mental Health Nurse
School Nurse
Community Health Nurse
Nursing Professional Development
Certified Vascular Nurse
Faith Community Nursing
Hemostasis Nursing
Rheumatology Nursing
School Nurse Practitioner
Certified in Executive Nursing Practice
Certified Nurse Manager and Leader
Registered Diagnostic Cardiac Sonographer
Registered Diagnostic Medical Sonographer
Registered Vascular Technologist
Registered Radiology Assistant
Hemapheresis Practitioner Certification
Certified Bariatric Nurse
Quality Auditor
Six Sigma Black Belt

Certified Professional in Learning and Performance
Certified Anesthesia Technician
Certified Anesthesia Technologist
Certified Surgical Services Manager Credential
Certified in Thanatology: Death, Dying and Bereavement
Certification Specialist in Healthcare Accreditation
Certified Clinical Documentation Specialist
Clinical Research Associate
Certified Clinical Research Coordinator
Advanced Neurovascular Practitioner
Neurovascular Nurse (RN)
Certified Safe Patient Handling Professional
Advanced Certified Hyperbaric Registered Nurse
Certified Hyperbaric Registered Nurse Clinician
Critical Care Paramedic - Certified
Flight Paramedic - Certified
Certified Alcohol & Drug Counselor
Certified Administrator Surgery Center
Certified Emergency Nurse
Certified Flight Registered Nurse
Certified Pediatric Emergency Nurse
Certified Transport Registered Nurse
Trauma Certified Registered Nurse
Home Care Coding Specialist - Diagnosis
Home Care Clinical Specialist - OASIS
Certified Hemodialysis Nurse
Certified Peritoneal Dialysis Nurse
Certified Diabetes Educator Certification
Certified in Community Health Nursing (C)anada
Certified in Cardiovascular Nursing (C)anada
Certified Enterostomal Therapy Nurse (C)anada
Certified in Gastroenterology Nursing (C)anada
Certified in Hospice Palliative Care Nursing (C)anada
Certified in Medical-Surgical Nursing (C)anada
Certified Nurse in Critical Care (C)anada
Certified Nurse in Critical Care Pediatrics (C)anada
Certified in Nephrology (C)anada
Certified in Neuroscience Nursing (C)anada
Certified in Occupational Health Nursing (C)anada
Certified in Oncology Nursing (C)anada
Certified in Psychiatric and Mental Health Nursing (C)anada
Certified in Perioperative Nursing (C)anada
Certified in Rehabilitation Nursing (C)anada
Emergency Nurse Certified (C)anada
Gerontological Nurse Certified (C)anada
Orthopaedic Nursing Certified (C)anada
PeriAnesthesia Nurse Certified (C)anada
Perinatal Nurse Certified (C)anada
Certified CardioGraphic Technician
Registered Cardiac Electrophysiology Specialist
Registered Cardiovascular Invasive Specialist
Registered Cardiac Sonographer
Registered Vascular Specialist
Evidence-Based Design Accreditation and Certification
Healthcare Accreditation Certification Program
Certified Professional in Patient Safety
Certified Urologic Clinical Nurse Specialist
Certified Urologic Nurse Practitioner
Certified Urology Registered Nurse
Certified in Infection Control
Certified Medical Audit Specialist
Certified Disability Management Specialist
Certified Case Manager
Dietetic Technician, Registered
Registered Dietician
Clinical Nurse Leader  
CNL®

Certified Nurse Operating Room  
CNOR®

Certified Registered Nurse First Assistant  
CRNFA®

Certified Health Care Compliance  
CHC

Certified in Healthcare Research Compliance  
CHRC

Dermatology Certified Nurse Practitioner  
DCNP

Dermatology Nurse Certified  
DNC

Developmental Disabilities Nursing Certification  
CDDN

Sexual Assault Nurse Examiner - Adult  
SANE-A

Sexual Assault Nurse Examiner - Pediatric  
SANE-P

Advanced Practice Nurse in Genetics  
APNG

Clinical Genetic Nurse  
GCN

Certified Professional in Healthcare Information and Management Systems  
CPHIMS

AIDS Certified Registered Nurse  
ACRN

Advance Certified Hospice and Palliative Nurse  
ACHPN®

Certified Hospice and Palliative Nurse  
CHPN®

Certified Hospice and Palliative Pediatric Nurse  
CHPPN®

Certified in Perinatal Loss Care  
CPLC

Global Professional in Human Resources  
GPHR®

Professional in Human Resources  
PHR®

Senior Professional in Human Resources  
SPHR®

Certified Registered Nurse Infusion  
CRNI

Certified Healthcare Emergency Professionals  
CHEP

Certified Cardiac Device Specialist  
CCDS

Certified EP Specialist  
CEPS

International Board Certified Lactation Consultant  
IBCLC

Certified Addictions Registered Nurse - Advance Practice  
CARN-AP

Lamaze Certified Childbirth Educator  
LCCE

Certified Professional in Healthcare Management  
CPHM  
(Formerly CPUR / CPUM)

Certified Medical Practice Executive  
CMPE

Certified in Care Coordination and Transition Management  
CCCTM

Certified Medical-Surgical Registered Nurse  
CMSRN®

MS Nurse  
MSCN

Care Manager Certified  
CMC

Wound Care Certified  
WCC®

Certified Health Care Recruiter  
CHCR

Certified Home/Hospice Care Executive  
CHCE

Master Addiction Counselor  
MAC
<table>
<thead>
<tr>
<th>Professional Role</th>
<th>Certification</th>
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<tbody>
<tr>
<td>National Certified Addictions Counselor</td>
<td>NCAC</td>
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<tr>
<td>Certified Director of Nursing in Long Term Care</td>
<td>CDON/LTC</td>
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<tr>
<td>Certified Professional in Healthcare Quality</td>
<td>CPHQ</td>
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<td>Certified Asthma Educator</td>
<td>AE-C</td>
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<tr>
<td>Certified Athletic Trainer</td>
<td>AT</td>
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<tr>
<td>Advance Certified Hospice and Palliative Nurse</td>
<td>ACHPN®</td>
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<td>CHPN®</td>
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Women's Health Care Nurse Practitioner  WHNP-BC
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Certified Otorhinolaryngology Nurse  CORLN
Certified Health Education Specialist  CHES
Master Certified Health Education Specialist  MCHES
Certified Correctional Health Professional  CCHP
Clinical Breast Examiner  CBEC
Certified Breast Patient Navigator - Cancer  CBPN-Cancer
Certified Breast Patient Navigator - Imaging  CBPN-Imaging
Certified Nurse Educator  CNE
Certified Hematopoietic Transport Coordinator  CHTC
National Registry of Emergency Medical Technicians-Basic ("Med Tech") ("EMT")  NREMT - Basic
National Registry of Emergency Medical Technicians-First Responder  NREMT - First Responder
National Registry of Emergency Medical Technicians-Intermediate  NREMT - Intermediate
National Registry of Emergency Medical Technicians-Paramedic  NREMT - Paramedic
Certified Clinical Hemodialysis Technician  CCHT
Certified Dialysis Nurse  CDN
Certified Nephrology Nurse  CNN
Certified Nephrology Nurse - Nurse Practitioner  CNN-NP
Qualified Professional Case Manager  QPCM
Obstetric, Gynecologic, and Neonatal Nursing  RNC
Advanced Oncology Certified Nurse  AOCN®
Advanced Oncology Certified Nurse Practitioner  AOCNP®
Advanced Oncology Certified Clinical Nurse Specialist  AOCNS®
Bone Marrow Transplant Certified Nurse  BMTCN
Certified Breast Care Nurse  CBCN®
Certified Pediatric Hematology Oncology Nurse  CPHON®
Certified Pediatric Oncology Nurse  CPON®
Oncology Certified Nurse  OCN®
Orthopedic Clinical Nurse Specialist - Certified  OCNS-C®
Orthopedic Nurse Certified
Orthopaedic Nurse Practitioner - Certified

Certificate for OASIS Specialist - Clinical
Certified Pediatric Emergency Nurse
Certified Pediatric Nurse
Certified Pediatric Nurse Practitioner - Acute Care
Certified Pediatric Nurse Practitioner - Primary Care
Pediatric Primary Care Mental Health Specialist
Certified Aesthetic Nurse Specialist
Certified Plastic Surgery Nurse
Certified Medical Office Manager
Certified Breastfeeding Counselor
Certified Childbirth Educator
Certified Labor Support Doula
Certified Infant Massage Instructor/Educator
Certified Prenatal/Postnatal Fitness Instructor
Certified Institutional Review Board (IRB) Professional
Certified Radiology Nurse
Certified Rehabilitation Registered Nurse
Certified Healthcare Simulation Educator
Certified Clinical Research Professional
Certified Joint Commission Professional
Certification in Transcultural Nursing - Advanced
Certified Transcultural Nurse - Basic
Vascular Access-Board Certified
Certified Continence Care Nurse
Certified Foot Care Nurse (new)
Certified Ostomy Care Nurse
Certified Wound Care Nurse
Certified Wound, Ostomy, Continence Nurse
Certified Wound Ostomy Continence Nurse Advance Practice
Certified Wound Ostomy Nurse

ONC®
ONP-C®
COS-C
CPEN
CPN®
CPNP®-AC
CPNP®-PC
PMHS
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CPSN
CMOM®
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CCE
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CIME
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CIP
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CRRN®
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Board of Medical Specialty Coding and Compliance 2/23/2012
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Board of Nephrology Examiners Nursing and Technology 2/4/2009
Canadian Diabetes Educator Certification Board 2/3/2014
Canadian Nurses Association 1/31/2014
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Center for Health Design 7/22/2011
Center for Improvement in Healthcare Quality 11/19/2010
Certification Board for Professionals in Patient Safety 4/27/2012
Certification Board for Urologic Nurses and Associates 1/6/2010
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Commission for Case Manager Certification 2/9/2009
Commission on Dietetics Registration 2/4/2009
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Commission on Nurse Certification 2/9/2009
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Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing) 2/9/2009
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International Board of Lactation Consultant Examiners 2/4/2009
International Nurses Society on Addictions 2/4/2009
Lamaze International 2/4/2009

McKesson Healthcare 1/5/2010
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Multiple Sclerosis Nursing International Certification Board 2/4/2009
National Academy of Certified Care Managers 2/4/2009
National Alliance of Wound Care® 2/9/2009

National Association for Health Care Recruitment Credentialing Advisory Board 2/12/2010
National Association for Home Care and Hospice 4/16/2010
National Association of Alcoholism and Drug Abuse Counselors National Certification Commission 7/6/2010
National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties 2/4/2009
National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties 2/4/2009
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National Certifying Board for Ophthalmic Registered Nurses 2/4/2009
National Certifying Board for Otorhinolaryngology and Head-Neck Nurses 2/4/2009
National Commission for Health Education Credentialing, Inc. 2/4/2009
National Commission for Health Education Credentialing, Inc. 7/19/2013
National Consortium of Breast Centers 9/9/2011
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North American Council of Qualified Case Managers, Ltd. 6/27/2014
Nurses' Association of the American College of Obstetricians and Gynecologists 2/12/2010
Oncology Nursing Certification Corporation 2/9/2009
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