



Minnesota Nurses Association

proposal to

North Memorial Health Care

2019 Contract Negotiations

March 15, 2019

MINNESOTA NURSES ASSOCIATION

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Union Proposal #1: Amend DEFINITIONS, E. FULL-TIME and F. PART-TIME, to read:

- E. Full-time: The term "full-time" applies to a nurse working or employed by the Hospital to work ~~eighty~~ seventy-two (8072) hours or more in a two-week period.
- F. Part-time: The term "part-time" applies to any nurse employed by the Hospital to work, and working fewer than ~~eighty~~ seventy-two (8072) hours in a two-week payroll period.
 - 1. Regularly Scheduled Part-Time: The term "regularly scheduled part-time" applies to any part-time nurse employed by the Hospital to work on a continuing basis a usual specified number of scheduled hours per payroll period.
 - 2. Casual Part-Time (CPT): The term "casual part-time" (CPT) applies to part-time nurses employed by the Hospital who supplement its full-time and regularly scheduled part-time staff as needed and required.
 - 3. Per Diem: A regularly scheduled part-time RN paid at a higher rate of pay in lieu of benefits.

1.

Union Proposal # 2: Amend Art. 3. ORIENTATION TO NORTH MEMORIAL HEALTH CARE: Orientation for New and Transferred RNs, to add Art. 3.D. to read:

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 # 3: Amend Art. 5.A.3. ORIENTATION TO NORTH MEMORIAL HEALTH CARE: Orientation for New and Transferred RNs, to read:

Determination of how an orientee's patient care assignment is counted toward staffing needs of a unit shall be based on the orientee's demonstration of specified competencies. Determination of how the preceptor is counted toward staffing needs shall be based on the orientee's demonstration of specified competencies, but all preceptors shall receive a reduced assignment while precepting. No RN shall precept who does not have a minimum of one (1) year's experience on the unit. Insofar as practicable, precepting assignments shall be rotated equally among those nurses employed on each unit who precept. The precepting differential shall apply to the precepting of nurses as well as students, unless the student's instructor is present.

Union Proposal # 4: Amend Art. 8. BREAKS, to read:

The parties agree that each unit, as of June 1, 1998, shall establish a plan for Registered Nurses to receive one (1) duty-free (unavailable for patient care) 15-minute break for each four (4) hours worked and an unpaid duty-free thirty- (30) minute meal break for each scheduled eight- (8) hour shift. The meal break will extend the scheduled shift time by one-half (½) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half (½) hour on duty time as provided in the section related to salary. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid break. The plan shall include a definition of a break by management and the Registered Nurses on each unit. In addition, the plan will include what coverage will be made available, including contacting the USC, Manager, and Administrative Manager. The Employer will make every attempt to provide relief for the nurse, but if resources cannot be obtained, the nurse will be compensated for each fifteen- (15) minute break not taken.

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

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

accordance with principles of a culture of safety, in no case shall Management discipline or counsel a Nurse for recording a missed rest period, requesting relief, or incurring incidental overtime. If at any time during the investigation there is a need to speak with a nurse regarding retaliation for taking a break, the nurse shall have MNA representation for any and all conversations. There will be no use of electronic monitoring or surveillance to enforce break plans.

- 8) Management will track and provide MNA department-level data on missed meal and rest breaks on a monthly basis. The union and management shall review this data monthly. If a unit/department has more than 5% breaks missed the following steps will be initiated:
 - a. Break nurses will be assigned to this unit so nurses can be relieved for their 15 rest minute breaks and their 30-minute meal break.
 - b. A grid review will be automatically initiated within thirty (30) days to evaluate the break plans
 - c. A new break plan shall be implemented immediately to ensure nurses receive their breaks.
 - d. 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.

Union Proposal #5: Amend Art. 9.A. SALARY: Salary and Increments, to read:

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) shall be shown on the attached Salary Charts. Commencing with the pay period beginning closest to June 1, 201~~69~~, a TwoSeven percent (27%) across the board increase. Commencing with the pay period beginning closest to June 1, 201~~720~~, a TwoSeven percent (27%) across the board increase. Commencing with the pay period beginning closest to June 1, 201~~821~~, a TwoSeven percent (27%) across the board increase.

(Revise the attached Salary Charts accordingly.)

Union Proposal #6: Amend Art. 9.B. SALARY: Recognition of Prior Experience to read:

Upon the employment by the Employer of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Employer will review and evaluate the experience and qualifications of such nurse and assign such credit as the Employer deems reasonable to the previous experience of the nurse. Prior experience as a professional nurse outside of the United States shall not be considered differently than experience in the United States unless the Employer articulates an objective, specific, clinical basis for such different treatment. For the purpose of classification of the nurse relating to salary, this credit will be considered as the equivalent of employment in the Hospital.

Union Proposal #7: Amend Art. 9.E. SALARY: Unit Shift Coordinator (USC), to read:

When a staff nurse accepts the position of USC, the nurse will be paid an additional ~~two~~four dollars and fifty cents (~~\$24~~\$24.50) per hour for all compensated hours.

Union Proposal #8: Amend Art. 9.F. SALARY: Charge Differential, to read:

A nurse recognized by the Employer to be acting in an authorized charge capacity on any shift of work for at least four (4) hours shall be paid an additional ~~two~~four dollars (~~\$2~~\$4.00) per hour for all hours worked in that capacity.

PROPOSAL NO. 9: Amend Art. 9.G. SALARY: Precepting Differential, to read:

RNs who are precepting will receive an additional ~~two~~four dollars (~~\$24~~.00) an hour for all hours precepting.

Union Proposal #10: Amend Art. 9.J. SALARY: Shift Differential, 6th Paragraph, to read:

If a nurse who works a rotating schedule is assigned greater than 50% of his/her hours on the evening or night shifts for twelve (12) consecutive weeks or more, the nurse will receive the corresponding straight evening or straight night differential. For example, if a rotator is assigned 25 night shifts out of 48 total shifts during a 12-consecutive week period, the rotator would receive the straight night differential for all 48 shifts.

Union Proposal #11: Amend Art. 9.J. SALARY: Shift Differential, to read:

Nurses rotating to the evening shift shall be paid a shift differential at the rate of ~~one~~three dollars and twenty-five cents (~~\$13~~.25) an hour.

Nurses rotating to the night shift shall be paid a shift differential at the rate of ~~two~~four dollars (~~\$24~~.00) per hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid a shift differential of ~~two~~four dollars and seventy-five cents (~~\$24~~.75) an hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid a shift differential of ~~four~~six dollars (~~\$46~~) per hour.

Nurses who work twelve (12) consecutive weeks of evening/night rotations will receive the straight night differential.

If a nurse who works a rotating schedule is assigned greater than 50% of his/her hours on the evening or night shifts for twelve (12) consecutive weeks or more, the nurse will receive the corresponding straight evening or straight night differential.

The Employer will notify the Minnesota Nurses Association Chair prior to offering the evening/night rotating position.

No premium will be paid for an eight- (8) hour shift ending at or before 7 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, and other paid leaves provided by this contract for those nurses permanently assigned the evening and night shifts.

Union Proposal #12: Amend Art. 10.C. PART-TIME NURSES: Increase in Part-Time Hours (Creep Language), to read:

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 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~~ more than eighty (80) hours in a two-week pay period.

Union Proposal #13: Amend Art. 13.B.6.-7. SUMMER VACATION SUPPLEMENTAL STAFF (SVSS): Registered Nurses Who Agree to Participate in the SVSS Program, to read:

7. Will be paid at the hourly rate of ~~forty~~fifty-five dollars (~~\$40~~55) per hour plus differentials for evening or night shifts as in the Section related to Shift Differential.
8. The holiday rate of pay will be ~~forty~~fifty-five (~~\$40~~55) dollars an hour.

Union Proposal #14: Amend Art. 15.D. CORE NEEDS INCENTIVE, to read:

The hourly rate of pay for pre-scheduled CNI shifts is ~~forty-seven dollars and fifty cents (\$47.50)~~ 105% of the highest step of the BSN scale in the attached Salary Chart or \$60.00, whichever is higher. The hourly rate of pay for unscheduled CNI shifts is ~~forty-five dollars (\$45.00)~~ 103% of the highest step of the BSN scale in the attached Salary Chart or \$60.00, whichever is higher. Differentials for weekends, evenings, nights, and charge duty will be paid in addition to this hourly rate.

Union Proposal #15: Amend Art. 16. TEMPORARY NURSES, 2nd Paragraph, to read:

Such temporary nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Prior to utilizing a temporary nurse, the Employer shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making any use of a temporary nurse, the Employer shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. These offerings shall be made as soon as any schedule opening is discovered by the Employer and shall be immediately communicated to the qualified Hospital nursing staff by written notice posted on the nursing service central bulletin board and on appropriate station bulletin boards. If the discovery is first made by the Employer less than twenty-four (24) hours before the opening, the Employer shall communicate such offering by telephone calls to the qualified Hospital nursing staff. In addition, temporary nurses shall not be entitled to start times that are preferred by Hospital registered nursing staff scheduled on the same shift.

Union Proposal #16: Amend Art. 17.A. ON-CALL DUTY: Required Off-Premise On-Call Pay, to read:

A nurse shall be paid at the hourly rate of ~~six dollars and fifty cents (\$6.50)~~ one hundred ten percent (110%) of the state, federal, Minneapolis, or St. Paul minimum wages, whichever is higher, plus thirty cents (30¢). Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

Off-premise on-call hours shall be counted at the conclusion of each W-2 year at the rate of one-half ($\frac{1}{2}$) of the on-call hours paid.

Union Proposal #17: Amend Art. 17.B. ON-CALL DUTY: Required On-Premise On-Call Pay, to read:

Nurses who are required to remain on Hospital premises during on-call duty shall be paid at the hourly rate of ~~six dollars and eighty cents (\$6.80) an hour or the federal minimum wage, whichever is greater~~ one hundred and fifty percent (150%) of the state, federal, Minneapolis, or St. Paul minimum wages, whichever is higher, plus thirty cents (30¢). Such on-call hours attached to a shift shall be paid at the rate of ~~ten dollars and twenty cents (\$10.20) per hour~~ one and one-half (1½) times the on-call rate.

Union Proposal #18: Amend Art. 21.C. SCHEDULING: Rotation, to read:

Nurses normally shall not be required to rotate more than days/evenings or days/nights. Nurses shall not be required to rotate to “off shifts” (i.e. evenings or nights) more than 50% over any 6-week period. No unit, on which rotators have been assigned to an average of 33% or more off shifts in the prior 6-week period, may post a rotating nurse position without first posting a straight off shift position.

Insofar as practicable, rotating shift assignments and weekend assignments will be made equally among the nurses employed on each unit.

Union Proposal #19: Amend Art. 21.G. SCHEDULING: Pattern of Scheduling, to read:

Normally, Registered Nurses will not be scheduled in every other day pattern. Straight night nurses will not be scheduled in an every other day pattern without their consent.

Union Proposal #20: Amend Arts. 21.Q. SCHEDULING: Order of Cancellation and 22.C. EXTRA SHIFTS: Order of Cancellation, to read:

The order of cancellation for scheduled shifts related to unexpected decrease in census or acuity will be as follows:

1. Agency/Pool/Travelers
2. Unscheduled Per Diem
3. Unscheduled CPT
4. Scheduled CPT
5. CNI/SVSS

The above RNs shall be given a minimum of a two- (2) hour advance notice of cancellation for any shift of work for which the nurse has agreed to work. Cancellation of any of the above shifts will not trigger the low-needs language. If there is more than one RN in an above category, the least senior RN shall be cancelled.

Union Proposal #21: Amend 22.D. EXTRA SHIFTS: Availability to Work Extra Shift, to read:

The employer agrees to develop a system that allows nurses to indicate whether or not they are available to be contacted for extra shifts. North Memorial Health Care has agreed to contact only those nurses in time of increased staffing needs. The employer shall post the names of all RNs who made themselves available and/or responded to a paged need, as well as the name(s) of the RN(s) confirmed for each extra shift in a manner that is transparent to all RNs for a period of two (2) weeks following the start of the shift in question.

Union Proposal #22: Amend Art. 23.C. WEEKENDS: Weekend Differential, to read:

A nurse shall receive weekend differential pay at the rate of ~~one~~three dollars ~~s~~ and twenty-five cents (\$~~13~~.25) per hour for each hour worked after 3:00 p.m. Friday through 7:00 a.m. Monday. All RNs whose shift extends past 3:30 on Friday will be paid weekend differential from 3:00 p.m.

Union Proposal #23: Amend Art. 23.I. WEEKENDS: Thirty (30) Year RNs, Age 55, No Weekend Option, to read:

A nurse with thirty (30) calendar years of service at age fifty-five (55) or above will not have a weekend obligation. Non-consecutive years of service in the bargaining unit will be counted provided there was no break in service from North Memorial. ~~The above language will apply except where this would deprive patients of needed nursing service.~~

Union Proposal #24: Amend Art. 31.C. VACATIONS: Scheduling, to read:

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 the section related to low-need days and layoff shall be given preference. Where a Hospital utilizes an annual defined vacation sign up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Employer may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

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

0.5 FTE total caregiver vacation can be granted for every ~~seven~~five (~~7~~5) caregiver FTEs regularly scheduled.

1. Determine number of caregiver FTEs
2. Divide by ~~44~~410
3. To determine RN slots, multiply by the percentage of RN staff

Example:

1. A unit has 40 caregiver FTEs
2. $40/\del{44}410 = ~~2.86~~2.864.00 FTEs$
3. ~~4.00~~2.86 x .7 = ~~2.8~~2.0 RN FTE vacations can be granted

This formula would need to be evaluated for applicability to each fixed staff unit.

Registered Nurses have the ability to use one weekend day of vacation for every week of earned vacation, except that RNs who only work weekends shall have no such restriction.

RNs with twenty (20) calendar years of service at .6 or above and scheduled for eight- (8) hour shifts and every other weekend will be granted one (1) additional weekend of vacation. The weekend cannot be used May 15 - September 15.

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 12-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 Employer to grant such vacation time due to staffing needs.

Union Proposal #25: Amend Art. 32.C. SICK LEAVE: Compensation for Unused Sick Leave to read:

1. The Employer shall pay a yearly bonus of five hundred dollars (\$500) to any regularly scheduled nurse who has not used sick leave in the past year.
2. An RN scheduled .9 to 1.0 FTE who uses twenty-four (24) hours or less of sick leave in a contract year (June 1 - May 31) will receive a three hundred-dollar (\$300.00) bonus on June 1.
3. An RN scheduled .6 to .8 FTE who uses sixteen (16) hours or less of sick leave in a contract year will receive a two hundred-dollar (\$200.00) bonus on June 1.
4. An RN will only be eligible to collect one of the bonuses in 1 through 3 above each year. The bonuses in 2 and 3 above will begin to be paid on June 1, 2005, and each June 1 thereafter.
5. The RN who maintains 720 hours of sick time will receive one additional non-summer vacation day every six months.
6. The RN who maintains 960 hours of sick time will receive one (1) additional vacation day for each 24 hours of sick leave which would have accumulated had there been no 960-hour cap.
7. In the event the Employer fails to pay any bonus above by the deadline, it shall pay the RN a \$25.00 penalty for each week late.

Union Proposal #26: Amend Art. 33.A.1. LEAVE OF ABSENCE: Personal Illness, Injury, and Disability to read:

For a period of up to ~~three~~four (34) calendar months of the leave after the period of accumulative sick leave has expired, during or at the conclusion of which, the nurse will be returned to her or his previous position.

Union Proposal #27: Amend Art. 33 LEAVE OF ABSENCE to add Art. 33.J. to read:

Paid Family Leave:

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

Union Proposal #28: Amend the final Paragraph of Art. 34.E. LOW NEED DAYS AND LAYOFF: Layoff, to read:

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~~Medicare eligible. 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.

Union Proposal #29: Amend Art. 42 JOINT STAFFING COMMITTEE, to replace D. Staffing Evaluation Process and E. Staffing Issues, with the following:

Grid Reviews

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

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

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

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

1. Trends for all Concern for Safe Staffing forms
2. Budgeted census
3. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
4. Patient volume month by month for the past twelve (12) months
5. The number of admissions, transfers and discharges per shift, per day, per month.
6. Skill mix including items such as classification of staff on the unit (including ancillary staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
7. Unit geography
8. Temporary nurse usage (agency and travelers)
9. Consistent availability of other in-house resources
10. Inability to find adequate staff to fill core shifts on a regular basis.
11. Inability to meet approved staffing grids on a regular basis
12. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
13. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
14. Greater than a 15% increase or decrease in volumes for a period of one month.
15. Increased vacancy or turnover rates greater than 15%.
16. Increase in patient or family concerns for a particular unit.
17. Increase in RN work related injuries.
18. Increased trends in medication errors and falls.

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

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

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

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

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

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

For all purposes of this Section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

Union Proposal #30: Add Amend Art. 47.D. HEALTH AND SAFETY: Physical Violence and Verbal Abuse, to read:

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 Joint Staffing 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 biological father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father may attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.
- Behavioral Restraints: An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion 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 a 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 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 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 #31: Amend Art. 51.C. EDUCATIONAL DEVELOPMENT: Required Education Subsequent to Employment, to read:

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

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, whichever is preferred by the nurse. RNs shall not be assigned patient care duties while completing mandatory education; this shall not result in a violation of the staffing grid. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used.

The Employer agrees to develop and implement a system to channel mandatory/required education for RNs into a manageable format.

This will be routed through the Education Department to provide a continuous, yet predictable, planning schedule to ensure RNs stay consistently informed and current with key information.

Union Proposal #32: Amend Art. 52.A.1. INSURANCE BENEFITS: Hospitalization Insurance, to read:

The Employer shall pay eighty-five percent (85%) of the single employee premium 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 family premium under said insurance program for those nurses electing family coverage.

The Employer will pay eighty percent (80%) of the single plus one premium under said insurance program for those nurses electing single plus one coverage

In addition to any employer contributions toward premiums specified above, the employer shall pay 100% of any increase in premium for coverage after the 2019 plan year. There will be no change(s) to the overall plan design, network or benefits, including but not limited to co-pays, deductibles, out-of-pocket maximums or pharmacopoeias without the parties' mutual agreement.

Union Proposal #33: Amend Art. 65. DURATION AND RENEWAL, to read:

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 201~~69~~, through and including May 31, 20~~19~~22. 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, 20~~19~~22, 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 #34: Add new article to read:

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. The bonus is paid to the first person who responds. If the shift is still not filled within four (4) hours prior to the start of the shift, the following will be implemented:

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

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

For Emergency Department and Obstetrical Units the following will apply:

1. The ED and OB will 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.

Union Proposal #35: Renew Letters of Understanding.

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