

March 28, 2019

Professional Distinction

Personal Dignity

Patient Advocacy

Mark Nordby  
Director of Employee and Labor Relations  
Park Nicollet-Methodist Hospital  
6500 Excelsior Blvd  
Saint Louis Park, MN 55426

VIA USPS and E-Mail: Mark.Nordby@ParkNicollet.com

RE: MNA Grievance Number 2019-346

Dear Mr. Nordby:

The Minnesota Nurses Association (MNA) was notified by the Hospital in a meeting on March 12, 2019 that the Hospital will restrict access and limit MNA staff members to breakrooms only. The Union requests that you immediately reinstate the past practice of allowing MNA staff access to our members and not prohibit this access to breakrooms.

The job of MNA staff members is, among others, to assist MNA Chairperson(s) and Stewards in their representation of and assistance to MNA members. Historically, MNA staff have had access to patient care units for the purposes of meeting with and assisting MNA registered nurses at Methodist Hospital in the maintenance of their collective bargaining agreement. Restricting MNA staff access interferes with registered nurses' duty-free breaks guaranteed by the collective bargaining agreement and the ability of members to meet with their union representatives regarding grievances and workplace concerns.

As the exclusive representative of all professional registered nurses, the Minnesota Nurses Association hereby notifies the Employer of a grievance filed on behalf of all bargaining unit nurses at Methodist Hospital. The Union cites Section 1. Recognition; Section 3. Hours, B. Breaks; Section 27. Association Communication and Chairpersons; and Section 25. Grievance Procedure, as well as any other relevant sections of the collective bargaining agreement. Further, this unilateral change violates past practice and is a discriminatory action meant to stifle Union activity and to chill the Section 7 rights of employees.

The remedy to the grievance, includes, but is not limited to, immediate removal of the hospitals policy which limits MNA staff to breakrooms which prevent and or restricts the Union from access to MNA members, to make the nurses and the Union whole.

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**AFL-CIO**

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In order to process the grievance, the Association makes a request for the following information:

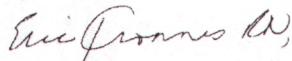
1. Copies of all collective bargaining agreements that the Employer has with other exclusive representatives that restrict Union representative's access to Employer premises. If an agreement does not restrict access, please identify that.
2. Copies of all policies and procedures the Employer relies upon in determining whether to grant or deny access to non-employees to Employer premises.
3. Copies of all security logs that identify dates, times, and/or locations of access to the employer's premises by non-employees. Please provide this information for the past three (3) years.
4. Copies of all incident reports and security reports related to access by Union staff representatives for the past three (3) years.
5. Copies of audio and video (including still photographs) recordings of any incidents that involve access by Union staff representatives for the past three (3) years.
6. Please provide meeting minutes, emails, documents, memorandums, or text messages regarding the Union representatives accessing patient care areas, including non-MNA union staff representatives for the past three (3) years.
7. Maps of all units of Methodist uses to identify all areas the Employer contends are patient care areas. Please also identify all breakrooms and conference rooms.

Please provide the above information in the next ten (10) work days.

Without waiving our right to pursue this matter through the grievance process, MNA hereby demands to bargain over the issue of MNA staff access to employee breakrooms prior to implementation of any changes to the past practice.

The Union is available to meet at a mutually agreeable date and time regarding this grievance. Should the timelines expire prior to a meeting being scheduled, or the Union receiving the employer's written response, please consider this letter as our demand to proceed to arbitration.

Sincerely,



Eric Tronnes  
Labor Relations Specialist

CC: MNA Negotiating Team