

Minnesota Nurses Association
2019 Negotiations
Fairview Health Services
April 16, 2019
Time: _____

PACKAGE PROPOSAL

The Minnesota Nurses Association offers the following package proposal:

The Union will agree to the following modifications to Employer proposals 10 and 11, if the Employer agrees to Union proposal 1 as modified below.

ER 10 & 11 (16. Schedules and Postings, C. Posting and Filling of Positions):

- C. If a nursing position is or will be open, the Hospital will post on the ~~bulletin board a notice for Hospital's website~~ a period of at least seven (7) calendar days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, ~~and the person to whom to apply.~~

Concurrently, the Hospital shall also notify all registered nurses on the unit for which the position has been posted via email of the posting and direct such nurses to the Hospital's website to apply.

~~A paper copy of hospital postings will be available in Human Resources. The hospital paper posting in Human Resources~~ will be updated on all non-holiday weekdays. There will be bargaining unit participation in improving, selecting, and developing new methods for posting positions.

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. Discipline shall not automatically prevent consideration for posted positions for which a nurse is qualified. ~~The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring.~~

Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit. If no regularly scheduled nurse applies for the position, then the most senior of the casual part-time and per diem nurses shall receive preference before considering applications outside the bargaining unit.

Minnesota Nurses Association reserves the right to propose language, "clean up," and to agree to make technical corrections during the contract drafting process. Minnesota Nurses Association reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposal submitted by the Employer.



Nurses filling posted positions shall be required to maintain a position on that same unit or "cluster" for six (6) months following the start date on the unit before transferring to another posted position on a different unit. Nurses may request a waiver during the six (6) month period and such requests shall not be unreasonably denied.

UNION 1 (2. Educational Development)

A. Tuition Reimbursement:

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

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

Minnesota Nurses Association reserves the right to propose language, "clean up," and to agree to make technical corrections during the contract drafting process. Minnesota Nurses Association reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposal submitted by the Employer.



4. Registered Nurse may use tuition reimbursement for student loan forgiveness at 100% of the above tuition reimbursement rate.

E. Required Education Subsequent to Employment:

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

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

Mandatory meetings and required education will be offered or made accessible to the registered nurse during or adjacent to the nurse's scheduled work shift. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used.

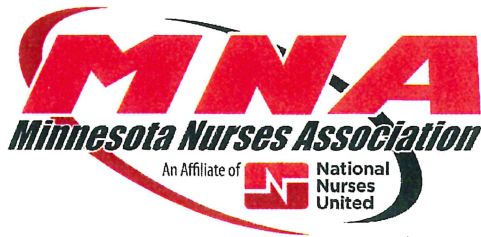
Each mandatory competency or required learning packet distributed to nurses, either by paper or by e-mail, shall specify the amount of paid time that has been approved for completion of the competency or required learning if it cannot be completed during the nurse's scheduled work shift.

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

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

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

Minnesota Nurses Association reserves the right to propose language, "clean up," and to agree to make technical corrections during the contract drafting process. Minnesota Nurses Association reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposal submitted by the Employer.



Minnesota Nurses Association
2019 Negotiations
Fairview Health Services
April 16, 2019

Time: _____

Compensation for Mandatory Education:

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

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

Minnesota Nurses Association reserves the right to propose language, "clean up," and to agree to make technical corrections during the contract drafting process. Minnesota Nurses Association reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposal submitted by the Employer.