

HEALTHEAST CARE SYSTEM & MNA  
2019 MNA NEGOTIATIONS

HealthEast's Counter-Proposals  
4/17/2019

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**Employer's Counter-Proposal to Union Proposal #17 (Section 36)**

➤ **Union's Proposal #8 (Appendix C)**

**36. ASSOCIATION SECURITY**

- A. Payroll Dues Deduction: The Hospital agrees to deduct payments required by this Section from the salary of each nurse who has executed the dues and fees authorization card ~~which has been agreed upon by the Hospital and Minnesota Nurses Association.~~ Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the nurse regarding automatic annual renewal of the authorization and the provisions agreed to by the nurse regarding revocation of the authorization only during specified window periods, regardless of union membership.

The Association will provide to the Hospital verification that dues deductions have been authorized by the nurse. Nurses may provide such authorization for payroll deduction of dues by submitting to the Association a written application form, through electronically recorded phone calls, by submitting to the Association an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

- B. Association Master List: Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, phone number, classification, average number of hours being worked authorized FTE, and date of employment and termination, for nurses who have been newly employed or whose employment has terminated, or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the name, address, phone number, classification, average number of hours being worked authorized FTE and date of employment and termination for nurses who have been newly employed or whose employment has terminated, or whose information as listed herein has changed.

- C. Association Dues and Service Fees: Annual dues, service fees and initiation fees, as described by this Section shall be in the amount certified to the Hospital as correct from time to time by the Association.
- D. Payment of Dues or Fees: Payments described by Paragraphs F. and G. shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month's payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.

~~E. D.~~ Association Information at Time of Hire: A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative designated by Minnesota Nurses Association shall be afforded the opportunity to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

"Notification to Newly Employed Nurse

I understand that there is a Contract Agreement between this Hospital and Minnesota Nurses Association governing wages, hours and other terms and conditions of employment. The Contract Agreement provides that if a nurse elects not to become a member of Minnesota Nurses Association, she or he must pay a service fee to Minnesota Nurses Association as a condition of employment.

\_\_\_\_\_  
Hospital

By: \_\_\_\_\_

MINNESOTA NURSES ASSOCIATION

By: \_\_\_\_\_

I acknowledge receipt of this Notification, a Contract Agreement and a dues and fees deduction authorization card.

\_\_\_\_\_  
Signature of the Nurse

Date: \_\_\_\_\_"

- F. **Representational Fee:** No nurse shall be required to become or remain a member of the Association as a condition of employment. Each nurse has the right to freely join or decline to join the Association. Each Association member shall have the right to freely retain or discontinue his or her membership.

Nurses who elect to join the Association shall pay dues as determined by the Association and shall enjoy all the rights and benefits of membership. Nurses who decline to join the Association will be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Association expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

No nurse shall be discriminated against on account of his or her membership or non-membership in the Association. A nurse who is eligible under MNA rules or bylaws for MNA membership at a reduced dues rate shall be entitled to elect agency fee status with the amount charged to be reduced from the full agency fee by a percentage proportionate to the reduction in membership dues for which the nurse is eligible.

- G. **Effective Date:** The provisions of paragraph F. shall be applicable only to nurses hired on and after July 22, 1974.
- H. **Termination for Failure to Pay Dues or Fees:** Any nurse who fails to pay the service fee or dues required by the Agreement shall upon written notice of such action from the Association to the Hospital be terminated by the Hospital within fourteen (14) calendar days. The Association will also send a copy of such notice to the nurse. The Association will hold the Hospital harmless from the claims of any nurse so terminated. If a nurse alleges that she or he has been discharged contrary to the provisions of this Paragraph H., the question shall be regarded as a grievance and submitted to the grievance procedure as set forth in Section 28 of this Contract Agreement.
- I. **Application and Administration of Association Security:** In the application and administration of this Section, the Hospital shall have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a nurse. The Association shall honor such requests and, in cooperation with the Hospital, will seek a harmonious solution to any problem that may arise.

- J. 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.

➤ **Employer's Counter-Proposal (Section 36)**

36. ASSOCIATION SECURITY

A. Payroll Dues Deductions:

From June 1, 2019 through May 31, 2022, The Hospital agrees to deduct payments required by this Section 35 from the salary of each nurse who has executed the dues and fees authorization card. ~~which has been agreed upon by the Hospital and the Minnesota Nurses Association.~~ Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Hospital's obligations to continue to deduct Union dues and service fees, as provided for above, shall terminate as of June 1, 2022 unless the Association and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

The authorization described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

For the term of the 2019-2022 Agreement, the parties agree to adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

During the Term of the 2019-2022 Agreement, it is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names

of those who have authorized deductions, including a copy of the employee's authorization form upon request.

B. Association Master List:

Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, phone number, classification, average number of hours being worked authorized FTE, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the name, address, phone number, classification, average number of hours being worked authorized FTE and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed.

C. (No change)

D. (No change)

E. Association Information at Time of Hire:

A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and the Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative of the Minnesota Nurses Association shall be afforded one (1) hour at a time that is mutually agreeable to the Association and the Employer to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

Notification to Newly Employed Nurse

I understand that there is a Contract Agreement between this Hospital and the Minnesota Nurses Association governing wages, hours, and other terms and conditions of employment. The Contract Agreement provides that if a nurse elects not to become a member of the Minnesota Nurses Association, she or he must pay a service fee to the Minnesota Nurses Association as a condition of employment.

\_\_\_\_\_  
Hospital

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
MINNESOTA NURSES ASSOCIATION

By: \_\_\_\_\_

I acknowledge receipt of this notification, a contract agreement and a dues and fees deduction authorization card.

\_\_\_\_\_

Signature of Nurse

Date: \_\_\_\_\_

- F. (No change)
- G. (No change)
- H. (No change)
- I. (No change)

*The Employer proposes such other language changes to the agreement as may be necessary to conform the agreement to the counter-proposals set forth above.*

*The Employer reserves the right to add to or modify these counter-proposals.*