

HEALTHEAST CARE SYSTEM & MNA  
2019 MNA NEGOTIATIONS

HealthEast's Updated Counter-Proposal  
5/2/2019

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**Employer's Counter-Proposal to Union Proposal #3 (Section 3.C.)**

➤ **Employer's Updated Counter-Proposal (Section 3.C.) (originally offered on 4/17/18)**

C Scheduling: The general pattern of scheduling will be as follows:

1. (No change)
2. (No change)
3. Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings, or nights), except on days prior to scheduled days off. For those nurses working twelve (12) hour rotating shifts, those nurses shall be afforded at least twenty-four (24) hours between start times, unless the nurse consents to this shift pattern.
4. (No change)
5. Except for holiday schedules or on call requirements, nurses shall normally not be scheduled to work more than ~~seven (7)~~ five (5) consecutive days without the nurse's consent. In addition, nurses shall normally not be scheduled for more than 48 consecutive hours of first call on-call or 72 consecutive hours of 2<sup>nd</sup> call on-call. (Example: Surgical Services RN may be scheduled for M-F 8 hour shifts followed by up to 48 hours of off-premise call shifts Saturday and Sunday.)
6. Effective September 1, 1998, Scheduled Registered Nurses may utilize casual part-time Registered Nurses to cover additional paid time off.
7. Except for holiday schedules or on-call requirements, The Hospital will not normally schedule a nurse to work more than three (3) consecutive calendar days of twelve (12) hour shifts without the consent of the nurse. Nurses working three (3) consecutive twelve (12) hour shifts shall not be scheduled for an additional eight (8) hours shift on the day immediately preceding or following such consecutive twelve (12) hours shifts unless the nurse consents to this shift pattern.

*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.*

Received  
2:56

**HEALTHEAST CARE SYSTEM & MNA  
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**HealthEast's Counter-Proposal  
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**Employer's Counter-Proposal to Union Proposal #4 (Section 4.E.)**

➤ **Employer's Updated Counter-Proposal (Section 4.E) (originally proposed on 4/24/19)**

- 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 and, as soon as administratively possible after January 1, 2020, the Hospital shall (1) provide the nurse with electronic access to look up the nurse's current salary, authorized FTE, and shift rotation, and (2) provide the nurse with written/electronic confirmation of any change in the nurse's employment as outlined above within thirty (30) days.

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 PTEs and actual PTEs

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.

*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.*

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2:57

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5/2/2019

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**Employer's Counter-Proposal to Union Proposal #9 (Article 16 – Low Need and Layoff)**

*If the Union agrees to drop Union Proposal #9 (Article 16) in its entirety, the Hospital will agree to the following changes to Section 16.D.*

**16. LOW NEED DAYS AND LAYOFF**

- A. [No changes]
- B. [No changes]
- C. [No changes]
- 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.

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 available to replace work hours lost.

- E. [No changes]

F. [No changes]

*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.*

Received  
2:59

HEALTHEAST CARE SYSTEM & MNA  
2019 MNA NEGOTIATIONS

HealthEast's Amended Proposal  
5/2/2019

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**Employer's Amended Proposal #8**

*The Hospital agrees to amend Hospital Proposal #8 as follows:*

**18. SCHEDULES AND POSTING**

- A. [No changes]
- B. [No changes]
- C. **Posting and Filling of Positions:** If a nursing position is or will be open, the Hospital will electronically post the position for a period of at least seven (7) 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.

All job offers shall be made by the Human Resources department only. In addition, Human Resources will contact nurses not selected for positions in person or by telephone. If personal contact is not possible, notification will be in writing within approximately 14 days of the position being filled.

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. The transfer of a nurse to the position for which the nurse has been accepted will be reviewed on an individual basis but shall not exceed a period of 60 calendar days. This period may be extended by mutual agreement between the nurse and the Clinical Director(s) involved. 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. Nurses filling posted positions shall be required to maintain a position on that same unit for six (6) months following the end of the nurse's orientation on the unit before transferring to another posted position on a different unit. The limitations on transfer may be waived upon agreement of the nurse and the managers.

- D. [No changes]

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

*The Employer reserves the right to add to or modify this amended proposal.*

Received  
3/28

**HEALTHEAST CARE SYSTEM & MNA  
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**HealthEast's Response to Union's Response  
5/2/2019**

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**Employer's Response to Union's Response regarding Employer Proposal #3**

***The Hospital will drop Employer's Proposal #3 (Clarification re: On-Call) if the Union drops Union Proposal #7 (Sick Leave) and Union Proposal #8 (Leave of Absence).***

*The Employer reserves the right to add to or modify this proposal.*

Received  
3:11

**HEALTHEAST CARE SYSTEM & MNA  
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**HealthEast's Response to Union's Response  
5/2/2019**

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**Employer's Response to Union's Response and Counter-Proposal regarding Employer Proposal #10**

***The Hospital will drop Employer's Proposal #10 (Exchange of Proposals) if the Union drops Union Proposal #10 (Discipline and Termination of Employment).***

*The Employer reserves the right to add to or modify this proposal.*



Revised  
3:13

**HEALTHEAST CARE SYSTEM & MNA  
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**HealthEast's Counter-Proposal  
5/2/2019**

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**Employer's Counter-Proposal to Union (Modified) Proposal #6 (Article 6 – Vacation)**

***The Employer would agree to contract language that would require an annual review of vacation guidelines as part of LMC.***

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

*The Employer reserves the right to add to or modify this counter-proposal.*

Rec'd  
10:00

HEALTHEAST CARE SYSTEM & MNA  
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HealthEast's Counter-Proposal  
5/2/2019

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**Employer's Counter-Proposal to Union Proposal #14 (Article 28 – Health and Safety)**

➤ **Employer's Counter-Proposal (Article 27 – Health and Safety)**

**Article 27 - Health and Safety**

- A. [Same]
- B. [Same]
- C. [Same]
- 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 appropriate signage addressing workplace violence. The Hospital will cooperate in providing the Nursing Health and Safety Committee with relevant background information. Recommendations will be sent to the Workplace Violence Prevention Committee ~~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. A process will be developed to record and report these incidents of a nonemergency 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. If additional time away is needed, the Employee Occupational Health and Safety Department will explore options with the nurse via programs, resources, and offerings available.

F. 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:

#### Preventative Efforts

- The Hospital will continue to evaluate available technology, visual cues and other reasonable means to alert that a patient's family member or visitor has a history of violence on the Hospital campus.
- On obstetric units, a social screen is completed upon admission to determine appropriate security measures.
- Behavioral Restraints: the Hospital will maintain a behavioral restraint policy to be used with the appropriate patient population.

#### Traumatic Events

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.

- When a violent event occurs on a unit a debrief will take place that includes staff involved and a nurse. Following the report of a violent event, a debrief will take place as appropriate that includes staff involved and other members of a typical debrief team. The intent of the debrief is to create a safe space for the staff to discuss the event. The Nurse Leader and Employee Occupational Health and Safety Department will facilitate support and resources for the affected nurse.
- 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, unless there is no other reasonable alternative to ensure the provision of needed services.
- The Hospital shall 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.

- The Nursing Health and Safety Committee will recommend preparedness and response action plans to acts of violence, review the action plans annually, and propose changes it deems appropriate. When a trend or pattern regarding workplace reports or concerns, the Committee will meet and review relevant policies in order to make recommendations for changes or updates to the Hospital.

*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.*