

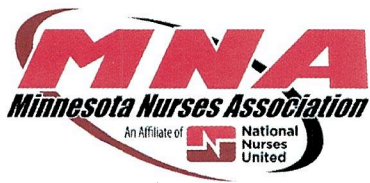


## MNA RESPONSE TO EMPLOYER'S COUNTERPROPOSAL TO UNION PROPOSAL #4 (Section 4.E)

The Union acknowledges the Employer's need for time to transition a new computer system for the electronic files containing Work Agreements and proposes the following modification of its original proposal and the Employer's Counterproposal. During the transition period leading up to the January 1, 2020 system upgrade, nurses wishing to access their Work Agreements will do so by contacting Human Resources and making an appointment for examination of their Work Agreement file.

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 **written** consent of the nurse. **The nurse will receive written notice of any proposed changes and all work agreement changes will be updated within thirty (30) days of the agreed upon changes. Effective January 1, 2020, the Hospital shall provide the nurse with written/electronic access to his/her work agreement.**

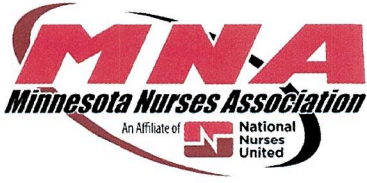
The Union reserves the right to amend, add, delete, withdraw or otherwise modify its proposals without prejudice. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an administrative hearing or arbitration as evidence of interpretation or intent if the proposal is withdrawn by the Union.



## UNION RESPONSE TO EMPLOYER OPENING PROPOSAL REGARDING MANDATORY LOW NEED DAYS

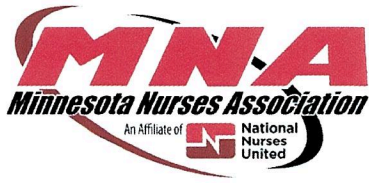
May 2, 2019

The Employer has indicated that it has not identified a problem or pattern related to this area. The Union strongly believes that this will not be a nurse satisfier and may lead to higher rates of attrition. The Union is willing to work collaboratively with the Employer through LMC to review data, identify problem areas and create solutions. One such solution lies in the grant of more vacation requests. Accordingly, the Union proposes that the employer examine more closely the Union proposals regarding vacations. The Union also proposes that the Employer drop its proposal on Mandatory Low Need Days.



## **MNA COUNTERPROPOSAL TO EMPLOYER'S OPENING PROPOSAL REGARDING LIMITATION OF ONE TRANSFER PER YEAR**

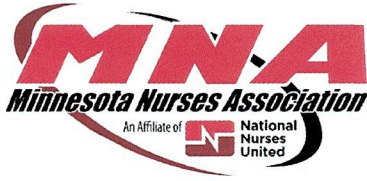
The Union believes that it is not in the best interest of the nurses or the employer that such a strict limitation be placed on employee movement throughout the HealthEast Care System. The Union proposes that the Employer drop this proposal and work collaboratively with the Union through the LMC process to review data on the magnitude and areas where problems have arisen with employees moving around and jointly create less severe solutions to the problems identified.



UNION RESPONSE TO EMPLOYER OPENING PROPOSAL REGARDING RESTRICTIONS ON  
EXCEPTIONS TO CALL

May 2, 2019

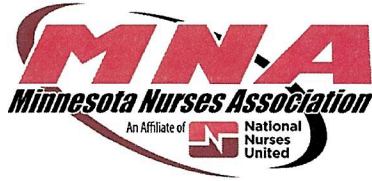
The Employer has indicated that it has not identified a problem or pattern related to this area. The Union strongly believes that this will not be a nurse satisfier and may lead to higher rates of attrition. The Union is willing to work collaboratively with the Employer through LMC to review data, identify problem areas and create solutions. The Union proposes that the Employer drop its proposal on Restrictions on Call Exceptions and work with the Union if and when problems threaten to emerge.



**MNA RESPONSE TO EMPLOYER 4/17/19 COUNTERPROPOSAL REGARDING UNION PROPOSAL #17**  
**SECTION 36 UNION SECURITY**

The Union proposes the following with respect to its Proposal #17 and Employer's Counterproposal and the Employers Opening Proposal regarding termination of the dues deduction upon expiration of the contract:

The Union will drop its Union Security proposal provided that (1) the Employer drops its Opening Proposal on Dues Deduction and its Counterproposal on Union Security, including but not limited to the termination of dues upon the expiration of the contract; (2) The Employer acknowledges that the provisions of the Union's proposal regarding Dues Authorization Cards and are a clarification of the manner in which MNA has handled Dues Authorization Cards and revisions thereto; (3) The Employer agrees to continue to work with the Union in a collaborative manner to resolve issues with MNA being able to access new RN employees at the earliest possible point in their employment at HealthEast, including a minimum one hour (twice monthly) access to new and re-hired RN employees for the purpose of providing orientation to MNA. This shall be paid time for the MNA Chairs or their designees.



Modified Union Proposal #4 pertaining to Recognized Experience Credit  
Only  
May 2, 2019

- C. Recognition of Prior Experience: Upon the employment by the Hospital 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 Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4 of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital.
- D. Recognition of LPN or Other Non-RN Experience: A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 16, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.
- ~~D.~~ E. Prior Experience Policy. The Hospital will maintain and utilize non-discriminatory policies and guidelines specifying the process used in granting experience credit. The Hospital shall provide the Association with a copy of the policies and guidelines that it uses to determine the experience to be awarded to nurses. The Union may ask for a review of the experience credit award or denial if it appears that the policies and guidelines were applied in an arbitrary or discriminatory manner; however, the Union cannot pursue its challenge beyond Step Two grievance level.

A.—

MODIFIED UNION PROPOSAL #6 -- ARTICLE 6 – VACATIONS  
May 2, 2019

The Union will withdraw the portion of its Vacation proposal that adds more days of vacation commencing at the ten (10) year mark, provided that the Employer agrees to the following language aimed at allowing more nurses off for vacation.

**1. 9. VACATIONS**

- A. Vacation Accrual: General duty nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2), three (3) or four (4) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing five (5) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

Assistant head nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing four (4) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

Vacation shall be accrued from the nurse's most recent date of employment by the Hospital. A nurse may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with vacation scheduling provisions in this Contract.

Vacation shall be accrued based on compensated hours as such hours are defined in Section 6 G. The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual number of hours of vacation to which a nurse would be entitled based on the above schedule by 2,080 hours and shall be as follows:

- 1) Two (2) weeks' vacation - .0385 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 80 hours. Effective June 1, 1996, the annual maximums shall be deleted.
- 2) Three (3) weeks' vacation - .0577 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation

accrued - 120 hours. Effective June 1, 1996, the annual maximums shall be deleted.

- 3) Four (4) weeks' vacation - .0769 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 160 hours. Effective June 1, 1996, the annual maximums shall be deleted.

During the first year of employment, staff and assistant head nurses shall accrue vacation at the rate of .0385 hours of vacation for each compensated hour.

During the second and third years of employment, staff and assistant head nurses shall accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth year of employment a staff nurse will continue to accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth year of employment and thereafter, an assistant head nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During the fifth year of employment and thereafter, a staff nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

- B. Terminal Vacation Pay: Nurses who have completed six (6) months or longer of continuous service in the Hospital, including nurses of leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the above schedule, providing that they give the Hospital one (1) month's written notice in case of voluntary termination of employment.
- C. Vacation Scheduling: 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 Section 16 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 Hospital may maintain and reasonably enforce a nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

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.

The grant of vacations in seniority-order shall be included in any policies or procedures that are used to address the scheduling of accrued vacation time. Commencing with the Vacation Planner immediately following ratification of the 2019-2022 Contract, the Union and Employer agree to Pilot a Vacation Program to increase the number of nurses allowed off for vacation. The Pilot Program shall be in effect for four (4) Vacation Planning periods, unless terminated earlier or extended to a later date by mutual agreement of the parties. The terms and conditions of this Vacation Pilot Program are outlined in the Letter of Understanding included in the Appendix to this Contract.

Earned vacation shall normally be taken within a twelve 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 Hospital to grant such vacation time due to staffing needs.

All vacation and PPTO shall be given a minimum of two (2) hours prior to the start of a shift.

From time to time the Hospital reorganizes, eliminates or combines units/departments. Such actions shall not work to the detriment of the rights of nurses to receive grants of vacation time. If two (2) or more departments are combined and each unit/department previously granted nurses in the separate units/departments two (2) nurses off per shift, the newly formed unit/department shall be subject to decisional and/or impact bargaining to the extent otherwise permitted under the Contract or by law.



**MNA RESPONSE AND COUNTER PROPOSAL TO EMPLOYER'S OPENING PROPOSAL TO ELIMINATE THE  
MARCH 15<sup>TH</sup> PROPOSAL EXCHANGE DEADLINE FROM THE CONTRACT**

**MAY 2, 2019**

The Employer advised that it objected to the March 15<sup>th</sup> proposal exchange deadline because reviewing proposal without the context provided by face to face interaction was burdensome.

The Union proposes the following remedy: The parties will meet for the initial negotiations session for a successor contract no later than March 15<sup>th</sup> preceding the expiration of the contract.

TENTATIVE AGREEMENT

Modified Union Proposal #8 -- Article 15(L) to be added to Contract

May 2, 2019

L. Wedding Leave:

An unpaid leave of absence of one (1) calendar week will be granted to a nurse for the nurse's wedding provided he/she gives a minimum of sixty (60) days' notice. This week will be counted as part of, not in addition to, any limits on vacation time off that may be taken by an individual nurse.

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HealthEast Care System

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Minnesota Nurses Association

Date: May , 2019