



Minnesota Nurses Association  
2019 Negotiations  
Fairview Health Services  
May 1, 2019  
Time: \_\_\_\_\_

## **PACKAGE PROPOSAL**

The Minnesota Nurses Association offers the following package proposal:

The Union will agree to Employer Proposal 16 as modified below, if the Employer agrees to Union Proposal 10 as modified below:

### **ER 16**

#### **(New Section). ASSESSMENT**

Newly employed nurses will have a forty-five (45) calendar day assessment period beginning on their first day of employment. The assessment period is defined as an ongoing evaluation of the progress toward functioning independently and demonstrating the specific competencies.

The assessment period will include a minimum of three evaluation conferences, including a beginning, mid-point, and end assessment evaluation. Such assessment evaluation conferences will include a manager or manager-designee, the unit educator, the primary preceptor, the orientee, and a MNA representative if requested. During these evaluation conferences, the orientee will be presented with specific competency checklist(s), an outline of any specific issues or concerns identified through preceptor input, and a performance improvement plan with achievable benchmarks. If it is determined that the nurse is not meeting the needs of the position, s/he will be offered reassignment to an open position for which s/he may be qualified within a six (6) week orientation.

If no such position is available, the nurse will be placed on a paid administrative leave for up to six (6) week, in order to secure a new position with Fairview Health Services or to secure employment elsewhere.

In lieu of paid administrative leave, the registered nurse may choose to be terminated and have the opportunity to pursue the termination through the grievance and arbitration provisions of the contract.

*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.*



## MNA Proposal 10

### SECTION 22. NURSING CARE DELIVERY

#### C. Unit Grid Reviews:

A structured review of the staffing grid of each unit will be completed annually. Nursing Directors will coordinate this review in their areas. The Minnesota Nurses Association will participate in this review.

Staffing grids will not be changed downward unless evaluated by a team. The team evaluating the staffing grids will be composed of staff nurses, the Minnesota Nurses Association co-chairs or designee, the nurse manager, the director of nursing, and other appropriate nursing leadership individuals.

If the character of a unit changes, the staff nurses or nursing leadership may initiate a structured review of that unit's grid or pattern for staffing.

The criteria for evaluation shall be consistent and determined by the Nursing Care Delivery Committee.

There will be a quarterly report for each unit regarding overtime, casuals, agency use, sick leave, vacation, leaves of absence, and unfilled shifts.

In evaluating staffing grids, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) work days to the Union's recommendation. Agreed upon action will be implemented within thirty (30) days or as mutually agreed to; and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit. A copy of each unit's grid will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it and agree through a majority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

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If a mutually agreeable decision cannot be reached, the parties will refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays receipt of the Hospital's response.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member within an additional five (5) days, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

For all purposes of this Section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

At any time prior to any arbitration hearing, the parties may mutually agree to enter into mediation as an alternate means to reach resolution. During the mediation process, the time limits in this Section shall be suspended. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Section. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitration panel. The mediator will not give an opinion of her or his view of the merits of the case.

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