



Breaks and Staffing Review
Replaces ML Union Proposals 7 and 35, ANW/PEI Union Proposal 3,
Unity Union Proposal 10, and Mercy Union Proposal 16

May 9, 2019

Time: _____

THE UNION RESERVES THE RIGHT TO AMEND, ADD, DELETE, OR WITHDRAW WITHOUT PREJUDICE ANY AND ALL PROPOSALS SUBMITTED. THE UNION ALSO RESERVES THE RIGHT TO SUBMIT FUTURE AMENDED, REVISED OR NEW PROPOSALS.

United Hospital and Mercy Hospital

3. HOURS

- (b) Breaks: A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In the event that a fifteen (15) minute rest break is not provided, the nurse shall be entitled to an additional fifteen (15) minutes of pay.

In addition, ~~she or he~~ each nurse will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (1/2) hour. ~~and If~~ if a nurse does not receive this meal break she or he will be paid for ~~an the~~ an additional ~~one one-half (1/2) hour on-duty of~~ one one-half (1/2) hour on-duty of time. ~~If no duty-free meal break is included in the scheduled time for any specified shift that scheduled shift time will not be extended.~~

Each unit will be accountable for the development of a break plan; this will include the definition of a break, and coverage available for RNs to receive breaks.

Management shall take responsibility for assuring that coverage is available that will allow all nurses to take their breaks as provided for in this section without jeopardizing patient safety. Nurses will take breaks when they are afforded the opportunity to under their break plan, so long as doing so does not jeopardize patient safety, as determined by the nurse's professional judgement.

Each month, MNA and the Hospital shall review the data on missed meal and rest breaks, which shall be tracked by the Hospital, for every unit and shift from the previous month. After any shift on any unit demonstrates a pattern for three (3)

months of RNs not receiving at least 95% of their appropriate meal and rest breaks, a review of the staffing plan will be conducted per the Staffing Review section of this Article to determine why the break plan in place is not sufficient to provide the breaks provided for in this section, and the Hospital shall commit additional resources necessary to provide those breaks. Additional staff resources provided to any shift shall not result in the reduction of support staff levels or the reduction of staffing on other shifts. ~~by the Hospital Labor/Management group to review appropriate numbers of RNs assigned to the shift~~

A nurse will not be required to remain on the unit, or be available for patient care during any unpaid meal or paid rest break. No nurse shall be disciplined or retaliated against for taking a meal or rest period or for recording the missing of a meal or rest period.

Unity Hospital and ANW/PEI

2. **HOURS (Unity)**
3. **HOURS (ANW/PEI)**

- (b) Breaks: A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen- (15) minute rest break for each four (4) hours on duty. In the event that a fifteen (15) minute rest break is not provided, the nurse shall be entitled to an additional fifteen (15) minutes of pay.

In addition, ~~she or he~~ each nurse will be given one (1) thirty-(30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (½) hour, ~~and~~ If a nurse does not receive this meal break, she or he will be paid ~~for the an~~ additional ~~one one-half (½)-hour on duty of~~ time as provided in Section “Hours.” ~~If no duty free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended.~~

Each station/unit will be accountable for the development of a break plan; this will include the definition of a break and coverage available for RNs to receive breaks.

Management shall take responsibility for assuring that coverage is available that will allow all nurses to take their breaks as provided for in this section without jeopardizing patient safety. Nurses will take breaks when they are afforded the opportunity to under their break plan, so long as doing so does not jeopardize patient safety, as determined by the nurse’s professional judgement.

Each month, MNA and the Hospital shall review the data on missed meal and rest breaks, which shall be tracked by the hospital, for every unit/station and shift from the previous month. After any shift on any unit/station demonstrates a pattern for three (3) months of RNs not receiving at least 95% of their appropriate meal and rest breaks, a review of the staffing plan shall occur per the Staffing Review section

of this Article to determine why the break plan in place is not sufficient to provide the breaks provided for in this section, and the Hospital shall commit additional resources necessary to provide those breaks. Additional staff resources provided to any shift shall not result in the reduction of support staff levels or the reduction of staffing on other shifts. ~~this shall trigger a review by the Hospital Labor/Management group to review appropriate numbers of RNs assigned to the shift.~~

A nurse will not be required to remain on the unit or available for patient care during any unpaid meal or paid rest break. No nurse shall be disciplined or retaliated against for taking a meal or rest period or for recording the missing of a meal or rest period.

- 2. **HOURS (Unity)**
- 3. **HOURS (United, Mercy, ANW/PEI)**

- (o) Staffing Review (United)
- N. Staffing Review (ANW/PEI)
- M. Staffing Review (Mercy)
- J. Staffing Review (Unity)

The Union and the Hospital will agree on the staffing plans required for each unit on a calendar year basis. Core staffing targets/matrix/grids/variable staffing plans/fixed staffing plans will not change unless there is mutual agreement.

A structured review of the staffing plan of each unit will be completed annually prior to the budgeting period. Hospital designees will coordinate this review. The Union will participate in this review. The team evaluating the staffing plans will be composed of a minimum of three (3) Union Registered Nurses that work on the unit, with a goal of participation from each shift (selected or appointed by the Minnesota Nurses Association) as well as MNA representatives, including Chairs and/or stewards from the unit.

Should the character of the unit change or staff nurses deem it necessary, a structured review of that unit's staffing may be initiated by either party outside of the annual staffing review process. The judgment of the staff RNs will carry authority in determining staffing levels. The responsibility for review of the reliability and validity of staffing plans, and for recommending any modifications or adjustments necessary to assure accuracy in patient care needs will be the function of the team evaluating the staffing plans.

Additionally, the following factors shall be considered in determining appropriate staffing levels. They include, but are not limited to:

- 1. Trends for all Concern for Safe Staffing forms

2. Budgeted census
3. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
4. Patient volume month by month for the past twelve (12) months
5. The number of admissions, transfers and discharges per shift, per day, per month.
6. Skill mix including items such as classification of staff on the unit (including ancillary staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
7. Unit geography
8. Temporary nurse usage (agency and travelers)
9. Consistent availability of other in-house resources
10. Inability to find adequate staff to fill core shifts on a regular basis.
11. Inability to meet approved staffing plans on a regular basis
12. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
13. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
14. Greater than a 15% increase or decrease in volumes for a period of one month.
15. Increased vacancy or turnover rates greater than 15%.
16. Increase in patient or family concerns for a particular unit.
17. Increase in RN work related injuries.
18. Increased trends in medication errors and falls.
19. All plans will establish minimum standards to address the elevated needs of patients with high acuity and detailed care plans, including but not limited to:

- a. Airborne, Enteric and/or Contact Precaution: RNs who have a patient assignment that includes a contact precaution/enteric/airborne patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require.
- b. Violent Restraint: An RN who accepts a patient assignment where that patient is in physical restraints of any kind will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints.
- c. One to One Care RN Staffing Escalator: For every three (3) 1:1 care assignment present on a unit during a given shift, that unit shall add one RN to the unit above what the unit matrix or hospital recommends for adequate core staffing levels.
- d. Active Withdrawal: RNs who have a patient assignment that includes a patient in active withdrawal shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require through the duration of the active withdrawal.
- e. Diabetic Ketoacidosis Protocol: RNs who have a patient assignment that includes a diabetic ketoacidosis patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require until that patient's blood sugar level is stabilized.

Bargaining unit members shall be paid for time spent in attendance at such designated work team meetings and authorized time spent preparing for and/or authorized work outside the work team meetings and shall accrue hours for the purposes of seniority as well as contractual benefits. Union members shall be relieved from duty in order to attend scheduled meetings. Unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve the nurse from duty on those dates/times in order to attend.

In evaluating staffing plans, 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 plan. 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 and the agreed upon staffing plans will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing plan 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).

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.