

Children's Minnesota | MNA
2019 Negotiations

1:18 PM

Employer Package
May 14, 2019

The Employer will withdraw ER-6 [transfers].

The Union will withdraw U-11 [MNA staff access].

The Union will withdraw U-17 [union-security related].

The Union will withdraw the portion of U-24 regarding staffing crisis bonus [addition of new sections labelled *Staffing Crisis Bonus*]. — open

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The Employer will withdraw ER-1 [certifications].

The Union will withdraw U-8 [discipline].

The Union will withdraw U-19 and U-20 [education].

1:16 p m

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Employer Package Proposal
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U-2. Delete the following language from Article 6(E) of *the Minneapolis contract*, with the rest of this section remaining the same.

~~Any casual nurse who works greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year will be eligible to be awarded position(s), pursuant to Section 16, Schedules and Postings, before casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year.~~

U-7. Modify the respective paragraphs of the respective contracts as follows:

Mpls Article 16(C) second paragraph—	St. Paul Article 14(C) middle paragraph—
<p>***</p> <p>In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator 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 may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring.</p> <p>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 first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to casual nurses who have worked less than four hundred sixteen (416)</p>	<p>***</p> <p>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit holding a regularly scheduled or casual or per diem position. If there are no nurses applying or eligible within the regularly scheduled or casual status, then preference shall be given in seniority order to per diem nurses prior to nurses not currently employed by the Hospital.</p> <p>***</p>

<p>hours in the previous calendar year. Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.</p> <p><u>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit holding a regularly scheduled or casual or per diem position.</u></p> <p>***</p>	
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U-9. Modify the following sentence in Minneapolis Article 18(E), and in St. Paul Article 16(F), as follows, with the rest of these sections remaining the same.

Nurses transferring into Contract from Non-Contract positions do not bring any bargaining unit seniority with them, unless they have maintained casual or per diem status in the Contract while working in the Non-Contract position.

U-15. The Union drops or withdraws U-15 as part of this package. (The per diem RNs are able to use seniority hours to bid for a posted position on the basis of the language set forth above for U-7.)

U-30. The Union drops or withdraws U-30 [health insurance].

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1:19 PM

5/14/19

5/14/19

ER-4 [summer deferral bonus]. The Employer would withdraw ER-4 regarding summer deferral bonus. Keep current contract language.

U-3 [vacation slots]. Keep the existing language in the body of the contracts the same. The parties would agree to the following in a new Letter of Understanding.

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) shall be effective from June 1, 2019, through May 31, 2022.

Children's Minnesota and Minnesota Nurses Association hereby agree as follows.

The parties have a mutual interest in making sure that nurses are able to use flex time that is earned. Children's Minnesota and Minnesota Nurses Association are therefore committed to developing and validating a methodology for determining the ideal number of nurses that can be approved for time off while maintaining the ability to appropriately staff the patient care units.

On an annual basis, the parties will discuss in System Labor Management Committee meetings the allocation of vacation slots for the upcoming year. This will occur prior to the bid period that includes vacation time for the upcoming summer.

As part of addressing the allocation of vacation slots for the upcoming year, the parties will review and consider (a) the prior utilization of vacation slots on that patient care unit in a manner that takes into account patterns and seasonality, (b) the amount of flex time accrued by the nurses on the unit during the year, (c) banked flex time hours for the nurses on that patient care unit, and (d) the hours of operation and staffing plan for the patient care unit.

If a mutually agreed-upon resolution is reached as to the allocation of vacation slots for the upcoming year for a particular patient care unit, that resolution will govern the vacation slots for that unit for the upcoming year.

In the event that the parties are not able to reach a mutually agreed-upon resolution despite their best efforts, the parties will participate in mediation under the auspices of a Federal Mediator from the Federal Mediation and Conciliation Service (FMCS).

This LOU shall expire at the end of the day on May 31, 2022.

Tentative Agreement: 3:17 PM

8:37 PM

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U-10. See language in separate document handed-out during this joint session which is part of this package [workplace violence prevention].

U-2.

Casuals & per diems

U-7

U-9

Employer agrees – See 5/14/19 @ 1:16 p.m. Children's handout for language.

U-15 is withdrawn as part of this.

U-4. In Mpls §13(j) and St. Paul §11(j), change “attending the American Nurses Association convention” to “attending the National Nurses United convention” with the rest of this section remaining the same.

U-8. Union withdraws [discipline].

U-11. Union withdraws [MNA staff access].

U-13. (The parties are both working towards a 3-year agreement.)

U-17. Union withdraws [union-security].

U18. Union withdraws [on-call pay].

Employer withdraws ER-2 on same topic.

U-19. Union withdraws [tuition reimbursement].

U-20. Union withdraws [educational development].

U-21. Union withdraws [breaks].

U-22. Union withdraws [bonus for unscheduled shifts]

U-24. Union withdraws [pay enhancements].

U-25, U-26 & U-31. Union withdraws [sick leave and STD].

U-27. Union withdraws [higher flex time accrual rate].

U-28. Union withdraws [paid family leave].

U-29. Union withdraws [grid reviews]. ✓

U-30. Union withdraws [health insurance].

ER-1. Use language from 5/3/19 @ 9:47 p.m. Employer handout.

ER-2. Employer withdraws [on-call pay].

ER-3. [Flex time max balance]. Use language from Employer 5/3/19 @ 9:50 p.m. handout, except that the table will provide that, effective 6/1/21, the maximum flex time balance at any given time is 576 hours.

- ✓ 576 hours = 0.9 FTE for 16 weeks.
- ✓ There would be one row in the table, not two; the max balance doesn't drop to a lower number in year two or three.
- ✓ No nurse would lose any flex time hours.
- ✓ Nurses would have two years to bring down flex time balance before the cap even comes into play.
- ✓ 96% of nurses have flex time balances below 576 hours.
- ✓ This would be the highest paid time off maximum balance for any employees of Children's Minnesota.

ER-5. [Mandatory low need days]. Use language from Union 4/18/19 @ 9:13 a.m. handout.

ER-6. [Transfers]. Use language from Employer 5/3/19 @ 4:40 p.m. handout.

ER-7. Employer would withdraw this proposal, which was made for purposes of clarification only [dues check-off].

8:37pm

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May 14, 2019 Employer Handout

*** This is part of a package proposal. This is not a standalone proposal. ***

Modify Minneapolis Article 19(e)(1), (3), and (8) as follows.

Modify Children's St Paul Article 29(e)(1), (3), and (8) as follows.

[Mpls Article 19 / St. Paul Article 29] **COMMITTEES**

(e) HEALTH AND SAFETY

(1) Safety Policy

It shall be the policy of the Hospital that the safety of the nurses, the protection of work areas, the adequate education, and necessary safety practice and the prevention accidents and workplace violence occurrences are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, violent, abusive, and disrespectful behavior.

The Hospital will provide education on and reinforce its commitment to the Hospital's Workplace Violence Prevention Policy and will communicate its expectations to staff, patients and visitors.

It shall also be the responsibility of all nurses to cooperate in programs to promote safety to themselves and to the public, including participation on committees, and compliance with rules promulgated to promote safety and a violence-free workplace. This nurse responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

A nurse is allowed to decide if fatigue prevents her/him from delivering safe patient care.

(2) Report of Injury

All nurses who are injured during the course of their employment shall file a report no matter how slight the injury, according to Hospital policy. The nurse may submit a copy of the report of injury to the Association.

(3) Equipment, Environment and Facilities

The Hospital will make every effort to provide nurses with safe and adequate equipment, working environment and facilities, and a violence free workplace.

The hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital campus.

Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

(8) 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 non-emergency nature. These records will be evaluated by the Nursing Health and Safety Committee when the situation involves a nurse.

Employers will encourage 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 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, Employee Health Services (EHS), HR and the nurse leader will explore options with the nurse including programs and resources available such as paid leave as described below and assistance with the Workers Compensation process.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital agrees to grant the nurse up to three consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. Furthermore, the incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. However, if a report is made more than three days after the event (but in no event later than ten days) administrative leave may be provided retroactively.

A nurse who has experienced violence that was committed by a patient, that patient's family, or that patient's visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse in collaboration with the nurse leader, or in the case of emergency.

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 staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible (and reasonable effort will be made to have this debrief in 72 hours) after report of the event has been received.

Reported incidents of violence will be reviewed monthly in 2019 and regularly thereafter by the System Labor Management Committee or its delegate. The System Labor Management Committee will review trends and through mutual agreement make recommendations for change.