

**MNA Responses
May 28, 2019**

E1: Hold for Information

E2: Hold

E3: Hold

E4: TA

4. ARTICLE 4 – SALARY

Modify Article 4, Section 4.13, response time chart, as follows:

4.13 The response times for nurses working off-premise, on-call is as follows:

MANDATORY CALL	
Unit	Response Time
* * *	* * *
Endoscopy	45 minutes – any nurse who is hired or transfers to Endoscopy after March 11, 2002, shall be subject to mandatory call.
<u>Cardiac Diagnostics</u>	<u>30 minutes for staff hired to Department after 12/11/2012.</u>

VOLUNTARY CALL	
Unit	Response
Birth Center	45 minutes.
Endoscopy	45 minutes. Applies only to nurses working in Endoscopy on or before March 11, 2002 and who continues to work in Endoscopy.
Radiology	30 minutes.
E.T.C.U.	30 minutes.
All other Nursing Care Units	45 minutes
PACU	30 minutes. Applies only to nurses working in PACU on/or before July 1, 1998 and who continues to work in PACU.*

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The above times may be changed by mutual agreement between the nurse and the Hospital.

* NOTE: Carol Taipaila's response time in PAGU will be 45 minutes.

E5: Hold

E6: Hold

E7: Hold

E8: Hold

E9: Hold

E10: Hold

E11: Hold

E13: Hold

Union Counter to Union 3.

Modify Article 3, Section 3.6, as follows:

Nurses shall have at least twelve (12) hours off between assigned shifts. Nurses shall not be involuntarily scheduled more than seven (7) consecutive days of work. Nurses shall be assigned either day/evening, ~~or day/night, or evening/night~~ schedules except those ~~hired regularly~~ scheduled to work a regular day, evening or night shift. Day shift positions may be created when required to meet patient care needs or when the addition of the straight day rotation does not negatively impact rotating staff. For shift rotation purposes only, the classification of a shift as day, evening or night shall be determined based upon when the majority of scheduled hours occur. It is recognized that the usual shift hours are as follows:

* * *

Union Counter to Union 15

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Modify Article 6, Section 6.13, as follows:

Intermittent Casual Status (“Snowbird”): ~~“Snowbird” status is an~~
~~intermittent casual status that exists to provide a category of casual nurse~~
~~who may be unavailable for extended periods of time, for example,~~
~~“Snowbirds” who are able to provide coverage during vacation in summer~~
~~months but unavailable in winter months. In order to expand the pool of~~
~~nurses available for vacation relief and to allow nurses to maintain the~~
~~above casual status other than as described above, the posting process~~
~~described in Article 20. PROMOTION, does not apply. Interested nurses~~
~~must submit a written request to the nurse manager, which may or may~~
~~not be granted in the manager’s discretion. The Employer agrees to~~
~~educate retiring nurses who meet the eligibility requirements regarding the~~
~~availability of this position.~~

Eligibility

- A. Fully oriented and competent. Five (5) calendar years of service within the bargaining unit.
- B. A satisfactory work record.
- C. Maintains clinical and organizational competencies.
- D. In order to be eligible to resume working status, all required certifications must be current.

Annual Work Obligation

- A. Intermittent casual nurses must be available to work a minimum of 5 consecutive calendar months in a 12-month period.
- B. During the 5-month period, the nurse must work a minimum of 208 hours, if such hours are available.
- C. Must be available from May 1 through September 30 and work a minimum of two hundred (200) hours. These hours include sixty-four (64) hours from Friday at 1500 until 0700 Monday ~~on~~for units that are open during weekends. ~~Once your minimum work obligation of two hundred (200) hours is completed, your obligation has been fulfilled, even if this occurs before September 30.~~
- D. If the nurse is not holiday exempt, she/he will be obligated to work every other July 4th or Christmas, if needed (depending on if included in the 5-month block of availability). Holiday hours worked will be compensated as any other casual nurse. ~~per Article 12, Holidays.~~
- E. During the months that the nurse works, he/she shall follow the same scheduling process as other casual nurses. Must use the designated process for available shifts.

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F. During non-working months, the nurse will be placed on an unpaid personal leave of absence, provided that all eligibility requirements are maintained.

Union 19: Hold

Union 20:

AMEND ARTICLE 9, SICK LEAVE, SECTION 1

Nurses shall be entitled to sick leave with pay for personal illness (physical, mental, or emotional incapacity to work or provide safe patient care), provided that the length of sick leave for which a nurse is entitled to receive pay shall be that period of time which includes as many working days as the number of days of accumulated and unused sick leave to the credit of the nurse. The nurse may also use his/her sick time for absences resulting from the illness or injury of the nurse's family members as provided in Minnesota Statutes Section 181.9413. The nurse's sick leave credit shall be reduced by the number of regularly scheduled work days on which the nurse is absent because of personal illness, and any day for which a nurse is charged one day of sick leave credit shall be considered the same as a day worked with respect to that nurse's employment record. The Hospital may request reasonable evidence of such illness. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend or day(s) off when the nurse is not scheduled to work unless satisfactory evidence of such illness is presented to the Hospital.

Union 23: Hold

Employer Counter to Union 27: ~~TA-~~

Modify Article 15, Section 15.1(c), as follows:

- c) For critical illness or death in the immediate family (i.e. parents, brothers, sisters, sons, daughters, husband, wife, spouse's parents, grandparents, grandchildren, and spouse's grandparents).

Union Counter to Union 29.

Modify Article 16, Section 16.2, as follows:

- 16.2 Education Development/Workshop. With prior approval by the Department Director or Unit Manager, a full-time nurse or part-time nurse with a confirmed work agreement of .5 F.T.E. or above may

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use up to seven hundred and no/100th dollars (\$700.00) per year of the amount provided in Section 16.1 above for:

a) National certification including courses and the cost of the examination and recertification;

b) Programs, courses and workshops, including reference and learning materials, that enhance the nurse's clinical practice and/or skills;

c) Health care related programs for professional development.

d) Reimbursement for up to fifty percent (50%) of the travel expenses (excluding food and drink) actually incurred by an eligible nurse attending an approved educational workshop, course or program. To obtain reimbursement for above approved expenses, the nurse must complete a Travel Expense Report and submit appropriate receipts for all expenditures.

e) Professional memberships related to the nurse's position.

Such nurse need not be continuously employed at the Hospital for any previous period of time in order to be eligible for reimbursement under this Section 16.2.

The Hospital will develop a process for approving workshops, courses and programs under this Section 16.2 which shall include a review at the Department Director or Unit Manager level.

A full-time or part-time nurse with a confirmed work agreement of .5 F.T.E. or more may carry over from one calendar year to the next any unused reimbursement provided by this Section 16.2, up to a maximum of \$500.00 per year. Only the previous calendar year's unused balance up to a maximum of \$500.00 may be carried over to the next calendar year. Funds will be spent from the unused balance before they are spent from the current year's balance.

U35: Hold

Union Counter to Union 48.

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Modify Article 10, Section 10.7, as follows:

10.7 Workplace Violence. The Hospital and ~~the~~ Association recognize the effects that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy 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 may occur,~~ the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will provide education on and reinforce its commitment to the ~~Hospital's~~ Workplace Violence Prevention Policy (Administration W-1) and Violent Threat (Duress) Policy (Emergency Plan: 9) and will communicate its expectations to staff, patients and visitors.

The Hospital will evaluate ~~and~~ 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 ~~s~~Security will be ~~alerted and~~ engaged and alerted as appropriate to support and promote a safe work environment.

Nurses are encouraged to report all incidents of workplace violence. Following any incident of workplace violence, the nurse should initiate the Disruptive Person Protocol for immediate support if needed. If the nurse needs immediate medical attention, he/she should seek medical care through the Emergency Department or Occupational Health. When it is safe to do so, the nurse should report the incident to Hospital Management. The nurse, Management, and Security will coordinate completion of an Incident Report and implementation of any post-incident protocols. If the nurse has sustained a physical or emotional injury, he/she must also complete an Accident Report. and to contact the Employee Occupational Health Department following any incident of workplace violence. Employee Occupational Health will contact the nurse's leader to coordinate the implementation of post-incident protocols. Employee Occupational Health-The Human Resources Department will facilitate support and resources for the affected employee(s) such as ~~the~~ Employee Health Clinic Occupational

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Health, the Employee Assistance Program, or other and stress management resources.

A nurse who has experienced workplace violence and sustained a physical or emotional injury will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away off is needed, ~~the Employee Occupational Health Department Human Resources~~ will explore options with the nurse via programs and resources and offerings available such as paid administrative leave and assistance with the Workers' Compensation process.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating the need for additional time off beyond the day of the incident, the Hospital ~~may~~ agrees to grant the nurse up to three (3) consecutive calendar days off without loss of pay or use of benefit time 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 or in the case of emergency, unless the nurse's care is vital to ensuring the patient's need for care is met.

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). 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 Labor Management Violence Prevention Committee or its delegate. ~~The Labor Management Committee will review trends and through mutual agreement make~~

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recommendations for change. Information, including trends and action plans, will be made available to the Labor Management Committee. Mutually agreed upon recommendations from the Labor Management Committee will be provided to the Violence Prevention Committee.

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