

**Children's Health Care d/b/a Children's Minnesota | Minnesota Nurses Association
2019 Negotiations**

**TENTATIVE AGREEMENT
June 14, 2019 to June 15, 2019**

Children's Health Care d/b/a Children's Minnesota and Minnesota Nurses Association (MNA or "the Union") have reached a tentative agreement on the terms for a new collective bargaining agreement as follows.

This Tentative Agreement covers the Minneapolis bargaining unit and the St. Paul bargaining unit.

The Union's bargaining team agrees to unanimously favorably recommend this contract settlement for ratification by the bargaining unit.

Duration. The contract effective dates shall be 6/1/2019** through 5/31/22. Update the Duration and Renewal article of the collective bargaining agreements accordingly.

** This is conditioned upon having a binding and legally enforceable collective bargaining agreement no later than June 22, 2019.

Wage increases.

- There shall be a three percent (3.0%) wage increase effective June 1, 2019. The June 1, 2019, effective date for this wage increase is conditioned upon having a binding and legally enforceable collective bargaining agreement no later than June 22, 2019.
No employee who separated from employment prior to the ratification date shall receive any form of retro pay.
- There shall be a three percent (3%) wage increase effective the first day of the first full pay period commencing on or after June 1, 2020.
- There shall be a two and one-quarter percent (2.25%) wage increase effective the first day of the first full pay period commencing on or after June 1, 2021.

Update the Salary Chart below Article 4(r) in the Minneapolis contract and below Article 4(r) of the St. Paul contract.

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Modify Minneapolis Article 24(a)(1) as follows with the language in the rest of this article remaining the same.
Modify St. Paul Article 20(a)(1) as follows with the language in the rest of this article remaining the same.

(a) Hospitalization Insurance

The Hospital shall provide the nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

- (1) Nurses will pay the same amount for monthly premiums as non-Contract employees of the Hospital.

- (a) Notwithstanding the sentence in subparagraph (1) immediately above, the following shall apply during the term of the June 1, 2019, through May 31, 2022 collective bargaining agreement. This subparagraph (a) shall only apply to the most comprehensive plan offered by the Hospital (which is the Care Plan as of June of 2019).

For any premium increases for the most comprehensive plan during the term of the 6/1/19 through 5/31/2022 collective bargaining agreement, the monthly premiums for nurses for a particular coverage level will not, from one year to the next, increase by a larger percentage than the percentage increase to the monthly contribution made by the Hospital.

This subparagraph (a) shall expire at 11:59 p.m. on May 31, 2022.

- (b) Notwithstanding the sentence in subparagraph (1) immediately above, the following shall apply during the term of the June 1, 2019, through May 31, 2022 collective bargaining agreement. This subparagraph (b) shall only apply to the middle plan offered by the Hospital (which is the Choice Plan as of June of 2019).

The Hospital shall pay seventy percent (70%) of any increase in the total monthly rate for coverage by the middle plan during the term of the 6/1/19 through 5/31/22 collective bargaining agreement. This shall be applicable coverage level by coverage level for each coverage level available.

This subparagraph (b) shall expire at 11:59 p.m. on May 31, 2022.

Add a new Article 24(j) to the Minneapolis contract as follows.

Add a new Article 20(j) to the St. Paul contract as follows.

The MNA bargaining unit chairs and the MNA Labor Relations Specialist, and the Union's insurance consultant, will be invited to attend at least two meetings per year devoted to health insurance, which would also be attended by some combination of Hospital representatives from Finance, Human Resources (including Benefits specifically), an actuarial consultant, and plan administrator. During such meetings,

the attendees will review and discuss overall costs, claims, and trends for the health insurance plans.

Modify Minneapolis Article 14(d) and St. Paul Article 12(c) as follows.

Mpls Article 14(d) [pages 48-49]	St Paul Article 12(c) [pages 47-48]
<p>(d) <u>Mandatory Low Need Days</u></p> <p>If additional reductions are indicated, low need days shall be taken by the least senior regularly scheduled part-time nurse scheduled for the particular unit and shift where the reduction is necessary.</p> <p>No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per year, with the year defined as November 1 through October 31. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (d) of this provision shall not exceed three (3) per year for any regularly-scheduled part-time nurse.</p> <p>A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.</p> <p>A nurse to be assigned a low need day pursuant to this Part (d) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.</p> <p>A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:</p> <p>(1) She/He may request and be granted flex</p>	<p>(c) <u>Mandatory Low Need Days</u></p> <p>If additional reductions are indicated, low need days shall be taken by the least senior regularly scheduled part-time nurse scheduled for the particular unit and shift where the reduction is necessary.</p> <p>No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per year, with the year defined as November 1 through October 31. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (c) of this provision shall not exceed three (3) per year for any regularly-scheduled part-time nurse.</p> <p>A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.</p> <p>A nurse to be assigned a low-need day pursuant to this Part (c) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.</p> <p>A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:</p> <p>(1) She/He may request and be granted flex time on an additional nonholiday</p>

<p>time on an additional nonholiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.</p> <p>(2) She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year. Casual or temporary nurses shall not be assigned to work on units for which the nurse receiving low need days is oriented or otherwise qualified. Part-time nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.</p>	<p>weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.</p> <p>(2) She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year.</p> <p>Casual nurses or temporary nurses shall not be assigned to work on units for which the nurse receiving low need days is oriented or otherwise qualified. Part-time nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.</p>
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Add a new Article 2(c)(6) to the Minneapolis contract as follows.

Add a new Article 2(c)(6) to the St. Paul contract as follows.

(c) Workshops, Courses, and Other Educational Programs

- (6) If a nurse has used all four hundred dollars (\$400) for the year for workshops, courses, and other educational programs available by virtue of Article 2(c) immediately above, the nurse may use up to two hundred dollars (\$200) for workshops, courses, and other types of educational programs that meet the requirements of this section, with the amount used up to \$200 coming out of the amount available to that nurse for Tuition Reimbursement under Article 2(a) above.

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.

Modify the respective paragraphs of the respective contracts as follows:

<i>Revise Minneapolis Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i>	<i>Revise St. Paul Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i>
<p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. <u>Effective January 1, 2021, nurses working 12-hour shifts shall not be required to work weekends more than every third weekend. For nurses working a mix of 8-hour and 12-hour shifts, effective January 1, 2021, their weekend shift length will govern whether they are scheduled to work every other weekend (nurses who work 8-hour weekend shifts) or every third weekend (nurses who work 12-hour weekend shifts).</u> For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work. On her/his weekend off, a nurse shall not be required to work from 7:00 am Friday through 7:00 am Monday. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.</p>	<p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. <u>Effective January 1, 2021, nurses working 12-hour shifts shall not be required to work weekends more than every third weekend. For nurses working a mix of 8-hour and 12-hour shifts, effective January 1, 2021, their weekend shift length will govern whether they are scheduled to work every other weekend (nurses who work 8-hour weekend shifts) or every third weekend (12-hour weekend shifts).</u> <u>For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work.</u> If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.</p>

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.~~

Revise Mpls §13(j) and St. Paul 11(j) as follows:

Association Activities

Leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences and conventions of the Association on a local, district, state or national level, including the AFL-CIO. The number of nurses attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Hospital's staffing requirements. For the purpose of attending the Minnesota Nurses Association convention, delegates, and alternate delegates, to this convention will be given priority in the granting of flex time requests. For the purpose of attending the ~~American Nurses Association~~ National Nurses United convention, delegates, as well as alternate delegates whose status is upgraded to delegate, will be considered separately from the vacation requests.

In addition, nurses elected to serve as a regular or alternate member of the nurses' Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity.

Nurses serving on MNA committees will notify schedulers of all meetings dates/times as soon as such meetings are scheduled. The schedulers will accommodate these meetings in the nurses' base schedules when possible, or in the adjustment phase. The nurses will verify, in the adjustment phase, that scheduling accommodations have been made. If accommodations have not been made, the nurse shall notify the scheduler.

Modify the respective paragraphs of the respective contracts as follows:

<i>Mpls Article 16(C) second paragraph—</i>	<i>St. Paul Article 14(C) middle paragraph—</i>
*** 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. 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	*** 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 <u>or per diem</u> 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>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) 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>	<p>***</p>
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Revise Mpls §16(c) and St. Paul §14(c) as follows. This is complimentary to the above TA involving the same sections; this does not supplant or supersede that TA.

<p><i>Minneapolis Article 16(c)</i></p> <p><u>16. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u></p> <p>If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least five (5) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position and the person to whom to apply.</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</p>	<p><i>St. Paul Article 14(c)</i></p> <p><u>14. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u></p> <p>If a nursing position is or will be open, the Hospital will post it on the bulletin board for a period of at least five (5) calendar days before permanently filling the position. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply. The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before positions are posted.</p> <p>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When</p>
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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. 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) 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.

~~A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.

The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted.

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 nurse most senior within the bargaining unit holding a regularly scheduled or casual 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.

~~A nurse will be limited to two transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.

<p>In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) 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 nurse most senior within the bargaining unit.</p>	
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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.

Insert the following as a new section or article in both collective bargaining agreements.

Assessment Period. Newly-hired nurses shall be subject to a ninety (90) calendar days assessment period. Any absences of longer than two consecutive weeks in duration are not counted as part of the assessment period, meaning that the assessment period shall automatically be extended by the length of any such absence. During the assessment period, the employment of such nurse may be terminated with or without just cause and such action shall not be subject to the grievance procedure. Assessment periods may be extended for a period of thirty (30) additional calendar days by mutual agreement between the Hospital and the Union.

Replace Appendix B with the following:

APPENDIX B – RECOGNIZED CERTIFICATION PROGRAMS	
(1)	Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.
(2)	In addition, for the period of the 6/1/19 through 5/31/22 collective bargaining agreement, the following certifications shall be deemed as recognized certifications even if they are not the ANCC list referenced above.

ENPC	ENPC Instructor
TNCC	TNCC Instructor
NTMC	Certification for Neonatal Infant Massage
CLC	Certified Lactation Counselor
ACLS	ACLS Instructor
APRN	Advance Practice RN
BLS	BLS Instructor
CPS	Child Passenger Safety Tech
ENA	ENA Instructor
HTCP	Healing Touch Practitioner
NRP	NRP Instructor
PALS	PALS Instructor
STABLE-1	STABLE Instructor
	Neonatal Developmental Care Specialist Designation

- (3) For the June 1, 2019, certification bonus payments, a nurse may qualify for the certification bonus by holding a recognized certification identified in Appendix B of the of the 6/1/16—5/31/19 collective bargaining agreement (even if it does not appear on the ANCC list and is not identified in paragraph (2) above). However, for the June 1, 2020, certification bonus payments, and the certification bonus payments thereafter, the certification must appear on the ANCC list referenced above on the date of the payout or be specifically identified in paragraph (2) above.
- (4) If, during the term of the collective bargaining agreement, a nurse obtains a certification while it is on the ANCC list, and that certification is subsequently removed from the ANCC list, then that nurse will continue to be eligible for the certification bonus payments through the end of the 6/1/19 through 5/31/22 collective bargaining agreement, as long as the nurse's certification is active and not expired.

The following Letters of Understanding (LOUs) at the back of the contracts will not be appended to the new collective bargaining agreement documents.

- 1) Mpls LOU V [page 92] | St. Paul LOU VII [page 99] – Access Steering Committee.
- 2) Mpls LOU VI [page 93] | St. Paul LOU VIII [page 100] – Smoke-Free Workplace Policy.

- 3) Minneapolis 2004—2007 Action Plans [pages 109-110] | St. Paul 2004—2007 Action Plans [pages 114-116].
- 4) St. Paul LOU III [page 94] – Seniority-Shared Services and Transfers.

The LOUs not identified above that are currently part of the respective contract documents will remain as part of the contract documents.

The following is 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.

The Union shall withdraw the unfair labor practice charges in NLRB case numbers 18-CA-243157 and 18-CA-243143. The Union shall not file any additional unfair labor practice charges regarding incidents or events that occurred prior to the date of this Tentative Agreement that in any way relate to the negotiations or communications or statements or management conduct relating to the negotiations and/or the surrounding events.

The Union hereby withdraws any outstanding requests for information that it made that relate to the parties' contract negotiations.

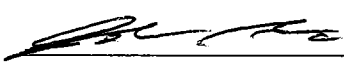


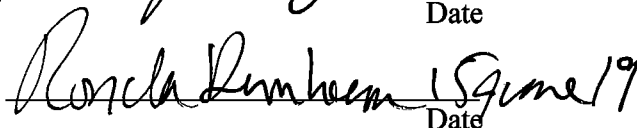
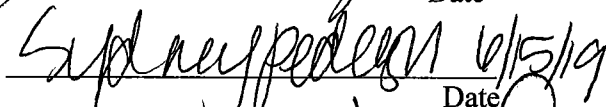
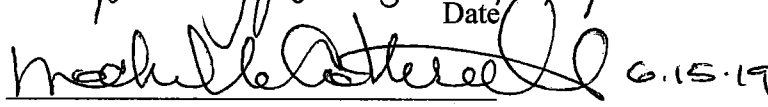
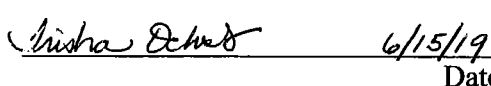
All other provisions in the 6/1/16—5/31/19 contract document shall remain the same.

Note—Although the parties have agreed that the effective date shall be 6/1/19, so that the old contract and the new contract run continuously (with no hiatus), the parties hereby agree that the agreed-upon substantive changes do not become effective until after ratification. The only exception is June 1, 2019, wage increase (for those individuals who are eligible), as set forth above. No employee who separated from employment prior to the ratification date shall receive any form of retro pay.

The Union's bargaining team agrees to unanimously favorably recommend this contract settlement for ratification by the bargaining unit.

Minnesota Nurses Association

Children's Health Care d/b/a
Children's Minnesota

 _____ Date 6/15/19	 _____ Date 6/15/19
 _____ Date 6/15/19	 _____ Date June 19
 _____ Date 6/15/19	
 _____ Date 6.15.19	
 _____ Date 6/15/19	

Jayme Wahlund 6-15-19
Date

Melisa Koll 6-15-19
Date

Brandon 6/15/19
Date

Date

Date