



## SETTLEMENT OFFER

The Minnesota Nurses Association makes the following settlement offer:

**1. MODIFIED UNION PROPOSAL 18:**

The Minnesota Nurses Association proposes an across the board wage increase of 3% effective the pay period beginning closest to June 1, 2019, 3% effective the pay period beginning closest to June 1, 2020, and 2.25% effective the pay period beginning closest to June 1, 2021.

**2. UNION PROPOSAL 17:**

**LETTER OF UNDERSTANDING II – PER DIEM NURSING PROGRAM**

The Minnesota Nurses Association proposes to increase the wage scales for Per Diem nurses participating in the Per Diem Nursing Program at the same rate as the across the board wage increases secured for staff nurses and assistant head nurses on the pay period closest to June 1, 2019, June 1, 2020, and June 1, 2021.

**3. ER PROPOSAL 10**

**SECTION 16. SCHEDULES AND POSTINGS**

**C. Posting and Filling of Positions:**

If a nursing position is or will be open, the Hospital will post on the ~~bulletin board a notice for~~ Hospital's website for a period of at least seven (7) calendar 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.~~

~~A paper copy of hospital postings will be available in Human Resources.~~ The ~~hospital paper~~ posting ~~in Human Resources~~ will be updated on all non-holiday weekdays. There will be bargaining unit participation in improving, selecting, and developing new methods for posting positions.

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. Discipline shall not automatically prevent consideration for posted positions for which a nurse is qualified. 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

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Hospital, preference shall be given to the most senior nurse within the bargaining unit. If no regularly scheduled nurse applies for the position, then the most senior of the casual part-time and per diem nurses shall receive preference before considering applications outside the bargaining unit.

**4. MODIFIED UNION PROPOSAL 19:**

Renew all Letters of Understanding, excluding LOU IV—Just Culture Training.

**5. UNION PROPOSAL 15:**

**42. DURATION AND RENEWAL**

This Agreement will be in full force and effect from June 1, ~~2016~~2019, through and including May 31, ~~2019~~2022. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, ~~2019~~2022, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

**6. THE EMPLOYER WILL AGREE TO ONE OF FOLLOWING:**

a. RETENTION BONUS

All nurses employed by Fairview Health Services on or before the date of ratification will receive a bonus of \$500 to be paid effective the pay period following ratification. Ratification shall occur no later than Wednesday, June 26, 2019.

b. ONE-TIME ADDITIONAL PERSONAL HOLIDAY

All nurses employed by Fairview Health Services on or before the date of ratification will receive an additional one-time personal holiday to be used no later than May 31, 2020. Ratification shall occur no later than Wednesday, June 26, 2019.

**7. THE UNION WILL AGREE TO:**

- a. Withdraw all outstanding unfair labor practice charges filed against Fairview Health Services regarding incidents or events that occurred prior to the date of the Tentative Agreement that in any way relate to the negotiations or communications or statements or management conduct relation to the negotiations, including:
  - i. 18-CA-242989
  - ii. 18-CA-243294
  - iii. 18-CA-243283
  - iv. Charges filed on 6/17/2019 (no case number yet assigned)
- b. Withdraw the following grievances without prejudice to the merits:

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Minnesota Nurses Association  
2019 Negotiations  
Fairview Health Services  
June 18, 2019  
Time: \_\_\_\_\_

- i. 2018-1057
- ii. 2018-1294
- iii. 2018-1295
- iv. 2018-1382
- v. 2018-442
- vi. 2018-444
- c. Withdraws any outstanding requests for information that were made relating to the parties' contract negotiations
- d. Issue a joint communication with the Employer to the nurse group regarding this settlement.

**All other tentative agreements reached since the commencement of negotiations on March 26, 2019:**

- 1. April 16, 2019—Union Modified Proposal 3 (Section 4. SALARY, F. Confirmation of Work Agreement) and Employer Proposals 1 and 6.**
- 2. April 30, 2019—Union Modified Proposal 2 (Section 3. HOURS, C. Scheduling)**
- 3. May 16, 2019—Union Modified Proposal 11 (Section 24. HEALTH AND SAFETY, F. Nursing Health and Safety Committee and G. Workplace Violence)**
- 4. May 16, 2019—Union Modified Proposal 1 (Section 2. EDUCATIONAL DEVELOPMENT, E. Required Education Subsequent to Employment)**

**If this is agreed to, the Union will drop all outstanding proposals, the Employer will drop all outstanding proposals and the MNA Bargaining Team will strongly recommend ratification to the nurse group.**

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**Employer**

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**Union**

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