

**Fairview Health Services | Minnesota Nurses Association**  
***Settlement Agreement***

*June 18, 2019*  
*(updated at 9:12 p.m.)*

Fairview Southdale Hospital on behalf of University of Minnesota Medical Center, Fairview – West Bank and the Minnesota Nurses Association (MNA) hereby have reached agreement on a new contract which the full MNA Bargaining Team will strongly recommend for ratification to the nurse group. The terms of the settlement are as follows:

**Agreement**

1. The Hospitals and the Union agree to replace the University of Minnesota Medical Center, Fairview – Riverside Campus with the University of Minnesota Medical Center, Fairview – West Bank wherever that name is used in the contract.

**Agreement**

2. The Hospitals and the Union agree for contract cleanup purposes only, to update the outdated language related to the minimum work requirements for casual nurses (Section 6 E - Casual Part-Time – 1<sup>nd</sup>, 2<sup>rd</sup>, and 3<sup>th</sup> paragraphs).

*There shall be established and maintained within each Hospital, a pool of casual part-time nurses employed by the Hospital to be utilized to supplement the full and regularly scheduled part-time staff. A casual part-time nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the Hospital. A casual part-time nurse is not assured the availability of work on a regular continuing basis, but a casual part-time nurse is not obligated to report to duty each time she or he is requested to work. Casual part-time nurses may be assigned a station unit or may be utilized to float among station units.*

*In order to maintain casual part-time status, casual nurses are required to work a minimum of ~~192 ninety-six (96)~~ hours per contract year (June to May). Up to 16 of those hours may be used for required education. Any low-need or shift cancelled by the Hospital counts toward the annual minimum. The ~~192 ninety-six (96)~~ hour requirement shall be prorated for employees starting casual status mid-year and the obligation will be waived for the year of a nurse's retirement. The minimum requirement shall be prorated in the case of an authorized leave of absence. Shifts worked for another nurse count toward the minimum requirement.*

*~~Beginning January 1, 2008, in order to maintain casual part-time status, casual nurses are required to work a minimum of 192 hours per calendar year.~~*

**Agreement**

3. For clarification purposes only, modify all references to job postings in the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of Section 16 C - Posting and Filling of Positions to reflect the current website job posting process.

*If a nursing position is or will be open, the Hospital will post on the Hospital's website bulletin board a notice 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, and 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.~~*

#### **Agreement**

4. The Hospitals and the Union agree to a new three-year contract agreement (Section 42 – Duration and Renewal).

#### **Agreement**

5. The Hospitals and the Union agree to the following modifications to Section 3 C – Scheduling.

##### *C. Scheduling:*

3. *Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings, or nights), except on days prior to scheduled days off. Nurses working twelve (12) hour rotating shifts shall normally be afforded at least twenty-four (24) hours between start times when rotating between shifts.*
5. *Except for holiday schedules or on call requirements, nurses shall normally not be scheduled to work more than seven (7) five (5) consecutive days without the nurse's consent.*
8. *Except for holiday schedules or on-call requirements, the Hospital will not schedule a nurse to work more than three (3) consecutive calendar days of twelve (12) hour shifts without the consent of the nurse. Nurses working three (3) consecutive twelve (12) hour shifts shall not normally be scheduled for an additional eight (8) hours shift on the day immediately preceding or immediately following such consecutive twelve (12) hours shifts.*

#### **Agreement**

6. The Hospitals and the Union agree to the following modification on Section 4 F – Confirmation of Work Agreement:

*The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. This confirmation shall include her or his salary and increment level, including the credit assigned for such prior work experience, the number of hours per payroll period for which the nurse is being employed, and shift rotation to which the nurse will be assigned. This confirmed employment understanding shall not be changed without consent of the nurse*

and the Hospital shall provide the nurse with written/electronic confirmation of any change in the nurse's employment as outlined above within thirty (30) days.

**Agreement**

7. The Hospitals and the Union agree to the Union's proposal to keep LOU I – Fairview Corporate Health Insurance Plan.

**Agreement**

8. The Hospitals and the Union agree to the Union's proposal to keep LOU II – Per Diem Nursing Program and to increase the wage scale for Per Diem nurses participating in the Per Diem Nursing program at the same rate as the across the board wage increases for staff nurses and Assistant Head Nurses during the term of this contract.

**Agreement**

9. The Hospitals and the Union agree to the Union's proposal to keep LOU III – Negotiation Pay / Charge RN.

**Agreement**

10. Delete the Letter of Understanding IV – Just Culture Training.

**Agreement**

11. New LOU IV – Cardiac Catheterization and Interventional Radiology Nurses

*During the course of 2019 negotiations, the parties have agreed that the terms and conditions of employment set forth in the collective bargaining agreement between the Association and Fairview Health Services on behalf of Fairview Southdale Hospital and University of Minnesota Medical Center, Fairview – West Bank, including The Twin City Hospitals - Minnesota Nurses Association Pension Plan, be extended to all Registered Nurses in the cardiac catheterization and interventional radiology departments at Fairview Southdale Hospital, as has been amended by the parties during these negotiations, and subject to the following exceptions:*

*The last sentence of Article 5. On-Call Duty, paragraph 4 (“A nurse who has attained the age of sixty (60) shall not be required to take on-call duty”) shall not apply to the staff nurses in the cardiac catheterization and interventional radiology departments at Fairview Southdale Hospital.*

*The staff nurses in the cardiac catheterization and interventional radiology departments at Fairview Southdale Hospital will receive the same wage increase at the Staff Nurses covered by the agreement for 2019.*

*All existing benefits for the Staff Nurses who are in the position identified as Heart Cath Specialists staff nurses in the cardiac catheterization and interventional radiology departments at Fairview Southdale Hospital shall continue through the end of the year.*

*Effective January 1, 2020, those Staff Nurses who are in the position currently identified as Heart Cath Specialists will transition to the Staff Nurse job classification and be covered under the benefits provided under the Agreement.*

*Any paid time off (PTO) hours accrued by Staff Nurses who are in the position identified as Heart Cath Specialists staff nurses in the cardiac catheterization and interventional radiology departments at Fairview Southdale Hospital on December 31, 2019 shall be converted to vacation hours on January 1, 2020.*

### **Agreement**

12. The Hospitals and the Union agree to add the following Section 2 E Required Education Subsequent to Employment to the contract:

*B. All nurses will receive an email notifying them of the mandatory education and instructions for accessing required education.*

*The completion of the mandatory education will be within the nurse's work agreement unless the nurse and the nurse manager agree on an alternative schedule as follows (in priority order):*

- 1. Scheduled during low need days.*
- 2. Adjacent to their shift or at home on a non-overtime basis.*
- 3. Adjacent to their shift or at home on an overtime basis.*

*In the event a staff nurse is unable to complete their mandatory education by the deadline, the nurse shall contact the nurse manager to determine options for completing the mandatory education in a timely manner.*

*However, the parties recognize that patient care supersedes completion of mandatory education during work hours.*

### **Agreement**

13. The Hospitals and the Union agree to the following modifications of Section 24 F – Nursing Health and Safety Committee and Section 24 G Physical Violence and Verbal Abuse:

#### ***F. Nursing Health and Safety Committee:***

*A Nursing Health and Safety Committee will be established as a component part of the Hospital's basic Health and Safety Committee. The Nursing Health and Safety Committee shall consist of an equal number of representatives designated by the Hospital and designated by the bargaining unit. Staff and assistant head nurses selected to serve on this Committee and/or its Subcommittees shall be paid for meeting time spent pursuant to Sections 3 and 4. The Committee shall meet monthly or as otherwise agreed upon to consider and develop recommendations on health and safety matters of particular concern to ~~registered~~ staff nurses including, but not limited to, workplace violence infectious diseases, chemical hazards, security and physical safety, radiation, and education and the development and display of appropriate signage addressing workplace violence. The Hospital will cooperate in providing the Nursing Health and*

*Safety Committee with relevant background information. Recommendations will be sent to the Hospital Health and Safety Committee and the Fairview System Workplace Violence Prevention Committee for action. If those recommendations are not implemented, the Committee may bring the matter to the attention of the Chief Nurse Executive.*

*The MNA Co-Chairperson of the Nursing Health and Safety Committee of each facility will be added to the Fairview Safe Patient Handling Steering Committee and the Fairview System Workplace Violence Prevention Committee.*

*The Committee, itself, or in cooperation with other Hospital Health and Safety Committees or the Fairview System Workplace Violence Prevention Committee or officials, will develop a process to mutually assess risk management decisions, analyze injuries and incidents of workplace violence, and identify ways to prevent such injuries or incidents using experts as needed to accomplish these tasks. Specific tasks may include, but not be limited to:*

- 1. Develop/clarify and communicate a process for nurses to bring concerns to the Committee for review and action.*
- 2. Develop/clarify and communicate a process for nurses to identify situations related to a potential injury/illness that requires immediate intervention.*
- 3. Mutually assess workplace hazards on a unit basis, develop a plan to abate the hazard through appropriate mechanisms, monitor the implementation of the plan(s), and provide recommendation for education.*
- 4. Address priorities for prevention of chronic, repetitive, or cumulative trauma injuries.*
- 5. Develop education plans regarding ethical rights and responsibilities of nurses protecting themselves from injury.*
- 6. Cooperate with emergency health services to provide access to employee health services twenty-four (24) hours a day.*
- 7. Cooperate with emergency health services to promote its ability to serve as an advocate for employee health and interact with employees in a mutually respectful manner.*
- 8. By July 1, 2008, the Nursing Health and Safety Committee will develop an action plan to address safe patient handling education and equipment needs.*
- 9. Review a summary of workplace violence incident reports on staff nurse units as defined by Minnesota Statute 144.566.*
- 10. Staff nurses may request an assessment of the unit which may include resources, physical geography, patient population, and staff educational needs on the unit in order to address unit concerns in the prevention of workplace violence.*

*In addition to providing access to and copies of the OSHA 200 records and First Report of Injury forms as required by Statute or Rule and Regulations, the Hospital will furnish copies of its Right to Know plan and its overall AWAIR plan.*

*The Hospital and the Minnesota Nurses Association are committed to a culture that will dramatically reduce staff injuries and enhance overall safety and security in the workplace. The Nursing Health and Safety Committee will explore, analyze, and make recommendations to the Labor-Management Committee, the Fairview System Workplace Violence Prevention Committee and the Hospital Health and Safety Committee. The Nursing Health and Safety Committee's focus will include, but not be limited to, the following: workplace violence prevention, exploration of a no-lifting policy, new equipment, lifting teams, unit security needs, and a review of the placement, role, and responsibility of security. The Nursing Health and Safety Committee shall provide input and review any safe patient handling policies.*

*The Committee at each hospital will review the 2006 joint research project funded by the Hospital and the Association to develop action items for implementation. Staff nurses will be involved with implementation of these action items on their nursing care unit. The Hospital and the Association will jointly fund an effort to present and publish the results of the 2006 research study regarding barriers to safe patient handling.*

*Facility building or remodeling in direct patient care areas will be assessed for safe patient handling and workplace violence prevention opportunities. A safe patient handling risk and workplace violence assessment will be conducted for all units related to education and equipment needs.*

**G. Physical Violence and Verbal Abuse: Workplace Violence:**

*The Nursing Health and Safety Committee will recommend preparedness and incident response action plans to acts of violence, review these plans annually and propose any changes as deemed appropriate. When a trend or pattern arises regarding workplace violence reports or concerns, the Committee will meet and review relevant policies in order to make recommendations for changes or updates to the Hospital.*

**Workplace Violence Prevention:**

*Each facility will establish and enforce a code of behavior for all in the facility. Each 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 it involves staff nurse units the situation involves a registered nurse.*

*The Hospital will provide a physical management curriculum by qualified instructors that provides information and skills in threat assessment, de-escalation, physical protection, and behavior management to all nurses on an annual basis in high-risk areas and/or upon request. The Hospital will also provide nurses with updated workplace violence policies.*

*The Hospital will develop a process for a risk assessment upon admission to determine potential violence from patients and develop and communicate a therapeutic plan of care as appropriate.*

*The Committee will evaluate available technology, visual cues and other reasonable means available to alert staff that a patient, patient's family member or visitor has a history of violence toward staff and/or visitors and make implementation recommendations to the Hospital.*

**Workplace Violence Response:**

*The parties recognize that accurate information regarding the reporting of workplace violence is imperative to analyzing trends and patterns to continue to promote a safe workplace. Therefore, nurses will make every effort to report incidents of workplace violence. The Committee will review the current tools and processes in place for reporting incidents of workplace violence and make recommendations to the Hospital. Nurses are encouraged to contact the Employee Occupational Health and Safety Department following any incident of workplace violence.*

*The Hospital will encourage nurses who are victims of assault in the workplace to recognize the potential of emotional impact and offer counseling or other delayed stress debriefing. When a violent event occurs on a unit, a documented debrief will take place as appropriate that includes all staff involved and other members of a typical debrief team unless staff involved decline. The intent of the debrief is to create a safe space for staff to discuss the event. The Nurse Leader and Employee Occupational Health and Safety Department will facilitate support and resources for the affected nurse.*

*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, the Employee Occupational Health and Safety Department will explore options with the nurse via programs, 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 additional time off beyond the day of the incident, the Hospital agrees to grant the nurse up to three (3) 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 (3) days after the event (but in no event later than ten days) administrative leave may be provided retroactively.*

*A nurse who has been the victim of violence that was committed by a patient or that patient's family member or visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse except in cases of an emergency.*

*The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise her/his rights under the law.*

**Agreement**

14. The wage scales in the contract will be increased as follows:

- a. Commencing with the pay period beginning closest to June 1, 2019, a 3% across-the-board increase. The increase is retroactive to June 3, 2019, provided that the tentative agreement is ratified by June 26, 2019.
- b. Commencing with the pay period beginning closest to June 1, 2020, a 3% across-the-board increase.
- c. Commencing with the pay period beginning closest to June 1, 2021, a 2.25% across-the-board increase.

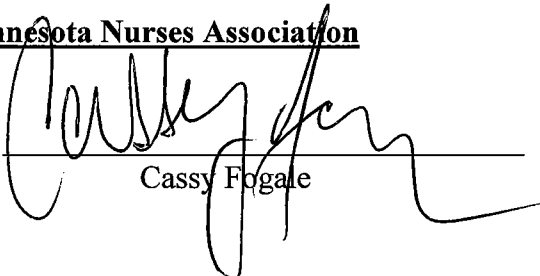
The Union shall withdraw the unfair labor practice charges in NLRB case numbers 18-CA-242989 (filed 6/10/2019), 18-CA-243294 (filed 6/14/2019), 18-CA-243283 (filed 6/13/2019), and 18-CA-243437 (filed 6/17/2019). The Union shall withdraw the following grievances without prejudice to the merits: 2018-1057, 2018-1294, 2018-1295, 2018-1382, 2018-442, and n2018-444. The Union shall not file any additional unfair labor practice charges or grievances 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.

The Union will drop all outstanding proposals, the Employer will drop all outstanding proposals and the full MNA Bargaining Team will strongly recommend ratification to the nurse group.

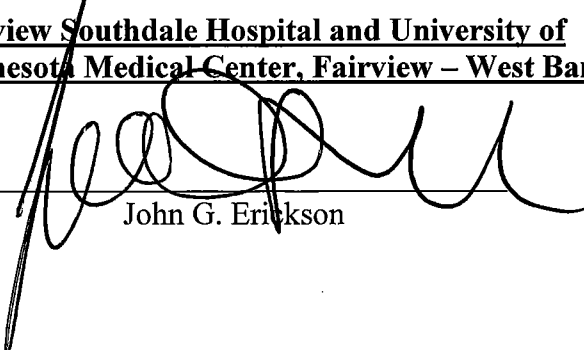
**Minnesota Nurses Association**

Date: 4/18/19

By:   
Cassy Fogale

**Fairview Southdale Hospital and University of Minnesota Medical Center, Fairview – West Bank**

Date: 06/18/19

By:   
John G. Erickson