

TENTATIVE AGREEMENT

The Minnesota Nurses Association and Fairview Health Services have reached a tentative agreement on the terms for a new collective bargaining agreement as follows:

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

1. WAGE INCREASES:

There shall be an across the board wage increase of 3% effective the pay period beginning closest to June 1, 2019 provided the tentative agreement is ratified by June 26, 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.

Update the Salary Chart contained in Article 4 of the contract

2. LETTER OF UNDERSTANDING II – PER DIEM NURSING PROGRAM

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. SECTION 16. SCHEDULES AND POSTINGS

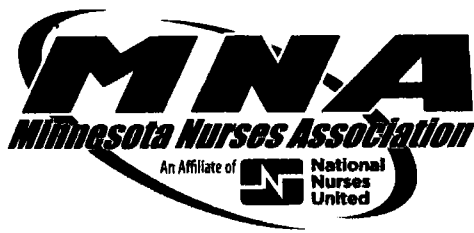
C. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the ~~bulletin board~~ 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, 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.~~

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.

Minnesota Nurses Association reserves the right to propose language, "clean up," and to agree to make technical corrections during the contract drafting process. Minnesota Nurses Association reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposal submitted by the Employer.



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 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. LETTERS OF UNDERSTANDING

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

5. 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. NEW LOU IV

The Parties agree to new LOU IV “Cardiac Catheterization and Intervention Radiology Nurses” (see attached)

7. THE UNION WILL AGREE TO:

- a. Withdraw the following 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:
 - i. 18-CA-242989
 - ii. 18-CA-243294
 - iii. 18-CA-243283
 - iv. 18-CA-243437
- b. Withdraw the following grievances without prejudice to the merits:
 - i. 2018-1057
 - ii. 2018-1294
 - iii. 2018-1295
 - iv. 2018-1382
 - v. 2018-442

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- 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)

Handwritten: All other provisions in the June 1, 2016 through May 31, 2019 contract document shall remain the same. The Union and the Employer have dropped all outstanding proposals.

Although the parties have agreed that the effective date shall be June 1, 2019, 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 the wage increase. No employee who separated from employment prior to the ratification date shall receive any form of retro pay.

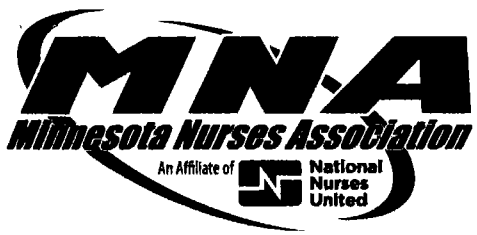
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Employer

Handwritten signature of Union 6/18/19

Union

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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 – Riverside Campus, including The Twin City Hospitals – Minnesota Nurses Association Pension Plan, be extended to all Registered Nurses in the cardiac catheterization and intervention 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.

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