



**North Memorial Health | MNA
2019 Negotiations**

TENTATIVE AGREEMENT June 26, 2019 to June 27, 2019

North Memorial Health and Minnesota Nurses Association (MNA) have reached a tentative agreement on the terms for a new collective bargaining agreement as follows:

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 cover page and the Duration and Renewal clause (Article 65) accordingly.

**This is conditioned upon having a binding and legally enforceable agreement no later than 11:59 p.m. on July 2, 2019.

Wage increases.

- There shall be a three percent (3.0%) wage increase effective June 10, 2019. The June 10, 2019, effective date for this wage increase is conditioned upon having a binding and legally enforceable collective bargaining agreement no later than 11:59 p.m. on July 2, 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 Scale at the end of the contract (page 107 of the contract booklet) accordingly. Also, update the per diem wage rates in Article 12(I) in accordance with these percentage increases on these dates.

Replace the language in Article 9(A) with the following:

The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) shall be shown on the attached Salary Charts. Effective June 10, 2019, a three percent (3%) across the board increase. Effective the first day of the first full pay period commencing on or after June 1, 2020, a three percent (3%) across the board increase. Effective the first day of the first full pay period commencing on or after June 1, 2021, a two and one-quarter percent (2.25%) across the board increase.

Revise Article 17(A) as follows:

A. Required Off-Premise On-Call Pay:

Effective July 8, 2019**], a-A nurse shall be paid at the hourly rate of ~~six dollars and fifty cents (\$6.50)~~ seven dollars and twenty-five cents (\$7.25). Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

Off-premise on-call hours shall be counted at the conclusion of each W-2 year at the rate of one-half (1/2) of the on-call hours paid.

** This is conditioned upon having a binding and legally enforceable agreement no later than 11 :59 p.m. on July 2, 2019.

Add the following as a new Article 52(A) #8.

8. The Hospital will host a meeting on an annual basis (normally during the third quarter) for the MNA bargaining unit chairs and the MNA Labor Relations Specialist, and the Union's insurance consultant, addressing health insurance, including overall costs, claims, and trends related to health insurance. The Hospital commits to attendance by the appropriate complement of Hospital representatives and/or outside consultants who are best able to cover the relevant data and information.

Add LOU -

North Memorial Health and Blue Cross Blue Shield of Minnesota are planning to form a joint venture on January 1, 2020, with North Memorial owning 51% of the joint venture and Blue Cross Blue Shield owning 49%.

It is understood that the only MNA bargaining unit members moving to the joint venture would be the RNs in the Hospice Home Care department.

The parties hereby agree that the RNs in the Hospice Home Care department will not be removed from the bargaining unit by virtue of moving to the joint venture as of January 1, 2020. Further, the Employer will not take the position that a new or different collective bargaining agreement will need to be negotiated for the RNs in the Hospice Home Care department as the result of moving to the joint venture at that time.

Education. Modify Article 51 (C) as follows:

c. Required Education Subsequent to Employment:

Any education required by the Employer subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement and with the expenses thereof paid by the Employer.

Mandatory meetings and required education will be offered or made accessible to the Registered Nurse during or adjacent to the nurse's scheduled work shift. Although alternate mechanisms such as video tapes, audio tapes, or self-study may not be suitable in all instances, such alternate mechanisms will be used where deemed appropriate. The Employer agrees to develop and implement a system to channel mandatory/required education for RNs into a manageable format.

This will be routed through the Education Department to provide a continuous, yet predictable, planning schedule to ensure RNs stay consistently informed and current with key information.

Have LOU-

LETTER OF UNDERSTANDING

During the 2019 negotiations, the Hospital and Association agreed that, during the term of the 2019- 2022 collective bargaining agreement, the parties will jointly work on the issue of nurse education in Joint Staffing, or in a specially-created joint committee or task force, whichever the Association prefers. The aim is to create a plan for delivering education in an ideal manner with the right mix of offering education during designated education sessions rather than during a nurse's normal scheduled work shift, acknowledging that the balance has recently tipped towards too much education delivered through Healthstreams.

The parties agree to focus on this issue during the second half of 2019, with the objective of creating a new plan by the end of the year.

The following general principles are important and will be afforded significant consideration in creating a new plan for delivering education to RNs working in hospital-based units.

- An important objective is to reduce the amount of Healthstream training. As part of this, one goal is to create a classroom training program that consists of between eight and twenty hours of training to replace Healthstream modules.
- Where in-person education is optimal (*e.g.*, demonstration or hands-on training is needed), it is desirable to bundle training programs together, and to conduct the training away from the patient care unit.
- For Healthstream training bundles that exceed ninety minutes estimated time of completion, the aim is to assign a relief nurse to the patient care unit at appropriate times in order to facilitate completion of the bundles in a timely manner. The parties intend that a nurse should not receive discipline in a situation in which the Hospital was unable to provide a relief nurse during the period between the release of such Healthstream training

bundles that exceed ninety minutes and the completion deadline, with the understanding that it is important for the nurse to escalate the issue to the patient care manager well in advance of the completion deadline.

- Nurses can choose to complete mandatory Healthstream training modules before or after their normal scheduled shift instead of while having a patient assignment.
- The parties desire to avoid getting to the point of needing to discipline nurses for failing to complete mandatory education in a timely manner. (The parties have previously addressed this in Joint Staffing and agreed to adjustments that have resulted in far fewer instances of discipline.) If it appears to a nurse that he/she is having difficulty, or will have difficulty, completing mandatory education by the established deadline, it is important to escalate the issue to the patient care manager and to Human Resources particularly if there is trouble or concern working with the manager.

Further, the parties agree that a pilot will be conducted during calendar year 2020, starting at the beginning of the year. As part of this pilot, education will be bundled and delivered approximately quarterly during 2020. Where the bundled education is estimated to take four (4) or more hours to complete, the nurse will not be required to perform patient care duties during the education. Early in 2021, the parties will meet to review the results of the pilot, and discuss what makes the most sense for moving forward, also taking into account the general principles set forth above.

The above language regarding the 2020 pilot shall not be interpreted to preclude the Hospital from requiring the completion of other training that may be needed during the year.

During the 2020 pilot, when Healthstreams are released at the start of the quarter, they will not need to be completed until the end of the quarter. This does not apply to Healthstreams that come up as needed during the year such as for regulatory or safety reasons.

A controversy arising over the interpretation of or adherence to the terms and provisions of this Letter of Understanding shall be subject to the grievance-arbitration procedure in Article 40 of the collective bargaining agreement.

Breaks. Revise Article 8 as follows:

The parties agree that each unit, as of June 1, 1998, shall establish a plan for Registered Nurses to receive one (1) duty-free (unavailable for patient care) 15-minute break for each four (4) hours worked and an unpaid duty-free thirty-(30) minute meal break for each scheduled eight- (8) hour shift. The meal break will extend the scheduled shift time by one-half ($\frac{1}{2}$) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half ($\frac{1}{2}$) hour on duty time as provided in the section related to salary. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid break. The plan shall include a definition of a break by management and the Registered Nurses on

each unit. In addition, the plan will include what coverage will be made available, including contacting the USC, Manager, and Administrative Manager. The Employer will make every attempt to provide relief for the nurse, but if resources cannot be obtained, the nurse will be compensated for each fifteen- (15) minute break not taken.

There shall be an established system or process for a nurse to record a missed 15-minute break or missed meal break, which may include, for example, an appropriate electronic entry or the use of a variance form.

In the event that a nurse actually missed a meal break or actually missed a 15-minute break period, the nurse will be paid consistent with this article, and management will not fail to provide the required pay.

The Hospital will provide means for a nurse to obtain information about missed 15-minute breaks and/or missed meal breaks, which may involve responding to a nurse's request for such information and/or may involve giving a nurse access to this information through the use of a computer.

The Hospital will track, and provide to MNA on a monthly basis, department- level data on missed 15-minute breaks and missed meal breaks. The parties agree that it is appropriate to review this data on a recurring basis, typically during Joint Staffing meetings.

North Memorial Health and MNA agree that nurses should not be subject to retaliation for punching missed 15-minute break, or punching missed meal break, when patient care needs required the nurse to miss their break.

Shortly after the parties execute the new collective bargaining agreement, the Employer will send the following side letter to the Union.

During the 2019 negotiations, the parties reached the following understanding regarding missed breaks.

It is understood that communication between nurses and nurse leaders must occur in order to review the circumstances that caused the nurse to miss their break, and to explore options and actions for addressing the situation in an effort to ensure that nurses are able to take their breaks.

The parties will meet to develop approaches and strategies for nurses and nurses leaders to effectively and appropriately communicate with each other regarding taking breaks and missed breaks. The parties wish to avoid situations in which appropriate conversations or inquiries regarding missed breaks are viewed as retaliatory, while simultaneously preventing any form of actual retaliation against a nurse who punched missed 15-minute break or missed meal break when patient care needs required the nurse to miss their break.

Mandatory low need days. Revise Article 34(D) as follows with the rest of this section remaining the same.

A nurse to be assigned a low need pursuant to this Part D shall be given a minimum of ~~four (4)~~ two (2) hours advance notice before the beginning of the shift.

Add a new Article 5(A) paragraph #7 as follows.

7. A nurse shall not serve in the preceptor role unless the nurse has one (1) year of experience at North Memorial within the clinical group. In the event that a unit is lacking nurses with sufficient experience who are interested in serving as preceptor, the Hospital and the Association will work together to address the situation. The topic of reduced patient assignments while nurses are orienting to the patient care unit will be discussed during Joint Staffing Committee meetings.

Modify Article 9(B) as follows.

B. Recognition of Prior Experience:

Upon the employment by the Employer of a nurse who has had prior experience as a professional nurse (including prior experience as a professional nurse outside of the United States), either in some other hospital or during a period of prior employment in the Hospital, the Employer will review and evaluate the experience and qualifications of such nurse and assign such credit as the Employer deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse relating to salary, this credit will be considered as the equivalent of employment in the Hospital.

Modify the sixth paragraph of Article 9(J) as follows with the rest of this section remaining the same.

If a nurse who works a rotating schedule is assigned greater than 50% of his/her hours on the evening or night shifts for twelve (12) consecutive weeks or more, the nurse will receive the corresponding straight evening or straight night differential. For example, if a rotator is assigned 25 night shifts out of 48 total shifts during a 12-consecutive week period, such nurse would receive the straight night differential for these 25 work shifts.

Add the following as a new paragraph #7 under Article 11(A), CPT Requirements:

7. A shift for which a casual part-time (CPT) nurse received a capacity bonus under Article 14 of this Agreement shall not count towards the minimum work requirements for the CPT nurse set forth in this Article 11. A CPT nurse must meet all requirements set forth in this Article 11 without including or counting shifts for which the CPT nurse received a capacity bonus.

Modify the relevant paragraph B-7 in Article 13 (under the heading, *Registered Nurses Who Agree to Participate in the SVSS Program*) as follows, and delete paragraph B-8, with the rest of this section remaining the same.

7. Will be paid at the hourly rate of ~~forty dollars (\$40)~~ fifty-five (\$55) dollars per hour plus differentials for evening or night shifts as in the Section related to Shift Differential.
8. ~~The holiday rate of pay will be forty (\$40) dollars an hour.~~

Modify the relevant paragraph D in Article 15 (under the heading, *Current North Memorial Part- Time and Casual RNs*) as follows with the rest of this section remaining the same.

- D. ~~The hourly rate of pay for pre-scheduled CNI shifts is forty seven dollars and fifty cents (\$47.50). The hourly rate of pay for unscheduled CNI shifts is forty five dollars (\$45.00).~~ The hourly rate of pay for pre-scheduled CNI shifts and for unscheduled CNI shifts is sixty dollars (\$60.00). Differentials for weekends, evenings, nights, and charge duty will be paid in addition to this hourly rate.

The following sentence shall be added at the end of Article 21(Q):

If there is more than one RN in an above category, the least senior RN shall be cancelled.

Add a new Article 22(G) as follows:

- G. In the interest of patient safety, except in the case of an emergency as determined by the Hospital, a nurse may not work double shifts more than three days in a row. For purposes of this section, for a nurse working a 12-hour shift, working an additional four hours (or more) shall constitute a double shift.

Except in the case of an emergency as determined by the Hospital, a nurse may not work more than one hundred twenty (120) hours in a two-week pay period.

Add the following paragraph to Article 31 (C) right after the existing first paragraph.

Where the Hospital uses an annual defined vacation sign up period, nurses may request a maximum of eighty (80) hours of vacation time between May 15 and September 15. If a unit has available vacation hours during this period available after completion of a first round of the sign up process, a second round of the sign up process will occur, during which remaining vacation slots during the May 15 to September 15 period may be requested and will be granted in seniority order.

Modify the relevant portion of Article 31 (C) as follows with the rest of this section remaining the same,

except as expressly noted above.

*** Registered Nurses have the ability to use one weekend day of vacation for every week of earned vacation. The previous sentence shall not apply to nurses who only work weekends; such nurses may request vacation time on weekends subject to the normal vacation approval process. ***

The following shall *replace* Article 47(D).

D. Workplace Violence Prevention and Response

The Hospital and the Union recognize the effects of incidents of violence directed at staff and the obligation of the Employer to provide a safe and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff working in areas where violent events may occur, the Hospital and Union agree to the following preventive efforts and responses:

Workplace Violence Prevention:

The Hospital will establish and enforce a code of behavior for all in the facility. The Hospital 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 Joint Staffing Committee when the situation involves a registered nurse.

In addition, the Hospital shall provide a summary of the most recent acts of violence as defined by Minnesota Statute §144.566 at each regularly- scheduled Joint Staffing Committee meeting. This summary will include a description of the incident and the response. The Joint Staffing Committee will review trends and through mutual agreement make recommendations for change.

At a minimum, the Employer shall provide workplace violence training to each represented nurse upon hire and on an annual basis thereafter.

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 Hospital shall continue to 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 on the Hospital campus, and will implement such tools that the Hospital determines to be suitable.

Nurses are encouraged to contact the Hospital security team as needed for support and assistance to prevent and/or respond to incidents of workplace violence.

The Hospital will notify staff working on the premises if there is an active threat that creates a hospital-wide lockdown. Staff will be given instructions that include actions to be taken for the protection and well-being of patients, families, and

themselves.

Workplace Violence Response:

Nurses are encouraged to report all incidents of workplace violence, and to contact the Team Member Health department following any incidents of workplace violence.

If alerted, the Team Member Health Department will contact the nurse's direct care manager or director to coordinate the implementation of post-incident protocols. The Nurse Manager/Director and Team Member Health Department will facilitate support and resources for the affected nurse, including to 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 the Team Member Health Department will explore options with the nurse via programs, resources and offerings available, as well as assistance with the workers' compensation process.

The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise her/his rights under the law, including being released from a scheduled work shift in order to testify at a court hearing stemming from the incident.

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 or that patient's family shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.

Immediately after a violent event occurs on a unit, a debrief ("diffusing meeting") will take place that includes all staff on the unit who desire to attend.

Within three days (72 hours) after a violent event occurred on a unit, a documented debrief meeting will be held as appropriate that includes the staff involved and an appropriate mix of individuals such as providers, management, nursing staff, therapy staff, and clergy. The intent of the debrief is to create a safe space for staff to discuss the event, and is not a place for critique, performance evaluation, or investigation.

Article 56- Social Security. Delete this article.

The Letters of Understanding will remain appended to the contract document.

The Union shall not file any 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 the June 10, 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.