

**Allina Health (Abbott Northwestern Hospital and Phillips Eye Institute)  
/ Minnesota Nurses Association  
2019 Metro Negotiations**

The following tentative agreements have been reached by Allina Health and the Minnesota Nurses Association.

**Tentative Agreements Reached on March 27, 2019:**

1. The parties agreed to add the word “full” before “pay period” in Section 8.A of the Abbott Northwestern/PEI collective bargaining agreement under the heading “Annual Holiday Sign-Up.”
2. The parties agreed to delete LOU #5 (Movement to MNA Carve Outs) from the Abbott Northwestern/PEI collective bargaining agreement.
3. The parties agreed to delete LOU #16 (Special Care Nursery Weekend Work) from the Abbott Northwestern/PEI collective bargaining agreement.
4. The parties agreed to delete LOU #19 (Recognition of LPN or Other Non-RN Experience) from the Abbott Northwestern/PEI collective bargaining agreement.
5. The parties agreed to delete LOU #22 (Health Insurance 1) from the Abbott Northwestern/PEI collective bargaining agreement.

**Tentative Agreements Reached on April 3, 2019:**

6. The parties agreed to replace “AIDS” with “blood borne diseases including, but not limited to, HIV and Hepatitis” to the introductory paragraph of Section 12.D of the Abbott Northwestern/PEI collective bargaining agreement.

**Tentative Agreements Reached on April 18, 2019:**

7. The parties agreed to modify the “workshops” provisions in the Abbott Northwestern/PEI collective bargaining agreements as described in the attached Exhibit A to include seminars in the list of options for which “workshop” dollars can be used.
8. The parties agreed to add the following language to add the following language to Subsection 9.D.2 of the Abbott Northwestern/PEI collective bargaining agreement. (The precise location within the subsection can be addressed while the parties draft the successor collective bargaining agreement.)

Nurses working less than every fourth (4<sup>th</sup>) weekend may not utilize vacation on their weekend to work but, the nurse may replace themselves on the schedule or trade shifts.

9. The parties agreed to modify Article 1 of the Abbott Northwestern/PEI collective bargaining agreement as described below.

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses and assistant head nurses/assistant clinical nurse managers (ACNM) employed in the hospital. The Hospital agrees to not challenge the supervisory/managerial status of any bargaining unit member during the term of this agreement and until a successor agreement is negotiated.

**Tentative Agreements Reached on May 14, 2019:**

10. Letters of Understanding: See Exhibit B.

**Tentative Agreements Reached on May 31, 2019:**

11. The parties agreed to eliminate LOU #15 Endoscopy Department Nurses (See also, Exhibit B).
12. The parties agreed to modify Section 3.K.2 of the collective bargaining agreement as described in the attached Exhibit C.
13. The parties agreed to modify Section 8.H of the collective bargaining agreement as described in the attached Exhibit D.
14. The parties agreed to modify Section 12.E of the collective bargaining agreement as described in the attached Exhibit E.

EXHIBIT A

Abbott Northwestern/PEI

2. EDUCATIONAL DEVELOPMENT:

C. Workshops, Courses, Seminars, and Other Educational Programs:

A nurse may use up to seven-hundred ~~and~~ fifty dollars (\$750.00) per year, paid at one-hundred percent (100%) of the amount provided in this Ssection, for workshops, courses, seminars and other types of educational programs that are:

1. Ppart of a plan to prepare the nurse for a second clinical service. The nature of the program shall be determined by agreement between the nurse and the hospital, taking into account the hospital's needs and the nurse's interest. Nurses participating in such program shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, seminar or educational program. Nurses so participating shall be given preference in floating to the secondary clinical area and agree to float to such area as needed.

Participation in the program shall be voluntary and completed on the nurse's own time. The provisions of this subsection shall be applicable only to nurses regularly working at least thirty-two (32) hours per two- (2) week pay period at the time of the agreement between the nurse and the hospital, or

2. Ppreparing for national certification for the nurse's area of practice, including re-certification ~~-(see Appendix A – Recognized Degree and Certification programs a list of currently recognized certification programs is attached as Appendix A),~~ or
3. Related to complementary therapies that may enhance the nurse's skills, or
4. Related to the nurse's clinical area of practice.
5. Clinical Materials: Clinical materials (~~e.g. for example~~, resource books, guides, tapes, videos) required by or related to workshops, courses, seminars, and other educational programs, ~~(including on-line and independent study programs that provide nursing CEUs),~~ will be covered under this benefit as approved by the unit manager.

EXHIBIT B

LETTERS OF UNDERSTANDING

**Abbott Northwestern Hospital / Phillips Eye Institute:**

<u>LOU</u>	<u>Action</u>
LOU #1 – Pension Plan Note	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #2 – Conformed Contract Sections	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #3 – Payment of Overtime	
LOU #4 – Workers’ Compensation Pay Supplement	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #5 – Movement of MNA Carve Outs	The parties agreed to remove the LOU from the collective bargaining agreement (March 27, 2019). See TA #2.
LOU #6 – Rounding Rule Pay Principles	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #7 – Allina Clinical Nursing Practice Council	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #8 – Safe Patient Handling	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #9 – Acuity System	
LOU #10 – Patient Flow Programs	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #11 – Hazmat Education	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #12 – Payment for Attendance at Meetings	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #13 – Other Groups in the Bargaining Unit (and February 15, 2007 letter agreement)	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #14 – VPCI Nurse Clinicians and Mental Health Partial Hospital Nurses	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #15 – Endoscopy Department Nurses	<b>The parties agreed to eliminate LOU (May 31, 2019).</b>
LOU #16 – Special Care Nursery Weekend Work	The parties agreed to remove the LOU from the collective bargaining agreement (March 27, 2019). See TA #3.
LOU #17 – Orientation Travel Time	The parties agreed to renew for duration of successor agreement (May 14, 2019).

LOU #18 – Community or Region Wide Emergency Response	The parties agreed to renew for duration of successor agreement (May 14, 2019).
Agreement Regarding Pre-Tax Reimbursement Fund Forfeitures	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #19 – Recognition of LPN or Other Non-RN Experience	The parties agreed to remove the LOU from the collective bargaining agreement (March 27, 2019). See TA#4.
LOU #20 – Shifts less than Eight Hours	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #21 – Mandatory Education Scheduling (ANW)	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #23 – Health Insurance Committee	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #26 – ED Security	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #27 – Orientation Facilitator Differential (ANW)	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #28 – Bonus for Late Cases (PEI)	The parties agreed to renew for duration of successor agreement (May 14, 2019).
LOU #29 – Personal Floating Holiday Use	
LOU #30 – Use of Voluntary Call During Voluntary LOAs	
LOU #31 – Casual Nurse Requirement	

EXHIBIT C

3. HOURS:

K. Time Off After the Schedule is Posted:

- 2. If a vacation shift is not available, a nurse may replace the shift with another equally qualified regularly scheduled part-time nurse from the same unit or cross trained nurse from the community. Casual nurses may ~~not~~ be used for replacement above their shift requirement. Replacement will not result in overtime.

Nurses ~~working eight (8) hour shifts~~ may replace themselves up to one hundred percent (100%) of their FTE during the calendar year.

~~Nurses working flexible schedules may replace themselves a maximum number of shifts as follows: .9 FTE = four (4) days; .75 FTE = three (3) days; .6 FTE = one (1) day.~~

~~(For example: A nurse working .8 FTE can replace herself up to eight (8) shifts per calendar year.)~~

~~In both cases 1 and 2,~~ The change in schedule will be requested no less than 48 hours in advance. Requirements for clinical expertise and charge nurse assignment must be met. The nurse must use vacation hours for the requested schedule change. The CNM or her/his designee must approve all schedule changes.

EXHIBIT D

8. **HOLIDAYS FOR FULL-TIME NURSES:**

H. Holiday Scheduling:

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day.

In areas that do not operate twenty-four (24) hours per day, seven (7) days per week, the Hospital and the union will meet to develop a holiday schedule that meets the staffing targets for the area based on anticipated census, provided that no nurse will be required to work more than half the holidays described in the previous paragraph.

A full-time nurse shall not be expected to work more than three (3) of the six (6) specified holidays in this section in any calendar year.

A non-15 year full-time nurse who works more than three (3) of the six (6) specified holidays shall be paid an additional fifty dollars (\$50.00) for each full holiday shift. A holiday bonus shall not be paid if the additional holiday is worked as a result of nurses voluntarily exchanging hours.

EXHIBIT E

12. **HEALTH AND SAFETY:**

E. Physical Violence and Verbal Abuse:

~~Each 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 Nursing Health and Safety at the Hospital's Workplace Violence Prevention Committee~~ when the situation involves a registered nurse.

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.

On obstetric units, a social screen is to be completed upon admission to determine appropriate security measures.

Signage will be posted and clearly visible at all nurse stations on all units in the Hospital that indicates violence of any kind is not permitted on Hospital premises.

That Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, visitors, and employees.

~~Employers~~The Hospital will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing through EAP services. Nurses are encouraged to report all incidents of workplace violence and to contact the Employee Occupational Health or the Emergency Department following any incident of workplace violence. Employee Occupational Health will contact the nurse's leader to coordinate the implementation of post-incident protocols and facilitate support and resources for the affected employee(s) (such as EAP services).

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). 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 (reasonable effort will be made to have this debrief in 72 hours) after report of the event has been received.

In addition, a registered 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 will explore options with the nurse via programs and 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 consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. The incident of workplace violence must be reported by the nurse in order for the nurse 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 or in the case of emergency.