

Revised 6/12
@ 9:27pm

North Memorial Health | MNA
2019 Negotiations

June 12, 2019

Employer Handout

U-31. **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, etc.

A controversy 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.

U-4. **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 (½) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half (½) 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.

ER-4. **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.

ER-6 [transfers] is withdrawn.