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**North Memorial Health | MNA  
2019 Negotiations**

Tentative Agreements as of 6/12/19 Start of Session

U-3. 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.

U-6. 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.

U-10. 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.

ER-3. 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.

U-13. 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.~~

U-14. 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.

U-20. 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.

ER-5. 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.

ER-7. 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.

U-24. 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. \*\*\*

U-30. 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.

ER-11. **Article 56 - Social Security.** Delete this article.

U-35. The Letters of Understanding will remain appended to the contract document.