

Minnesota Nurses Association – North Memorial  
2019 Negotiations  
\_\_\_\_\_ Proposal

June 12, 2019

Time Delivered: 10:52am

### **MNA Proposal to North Memorial**

The Union offers the following package proposal to resolve all issues:

- The Union offers the following counter-offer to the Employer's counter on wages: 5%-5%-4%, effective the pay periods closest to 6/1/2019, 6/1/2020 and 6/1/2021, respectively.
- The Union modifies its proposals on all differentials to reflect an hourly \$1.00 increase.
- Employer accepts Union Proposal Nos. 16 and 17 (On-Call Rate).
- Employer accepts Union Proposal No. 2 (Access), as modified and delivered on 5/31/2019 at 9:07am.
- Employer accepts Union Proposal No. 4 (Breaks), modified as follows:

Amend Art. 8. BREAKS, to read:

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.

Nurses will take breaks when they are afforded the opportunity to under their specific unit/department break plan, so long as doing so would not jeopardize patient safety, as determined by the nurse's professional judgment.

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 using a variance form. Management approval shall not be required in order for a nurse to record or be paid for a missed meal or rest period.

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The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of interpretation or intent if the proposal is withdrawn by the Union.

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.

Paychecks given to RNs will reflect payment for missed meal or 15-minute breaks on a separate category on the paycheck.

The parties agree that nurses should not be subject to retaliation for requesting relief to take a break or for recording a missed 15-minute break or meal period due to patient care needs. The Employer will promptly investigate any accusation of retaliation against a nurse for requesting relief or recording a missed break and take appropriate action to address the situation if the claim is substantiated. In accordance with principles of a culture of safety, in no case shall Management discipline or counsel a Nurse solely for recording a missed rest period, requesting relief, or incurring incidental overtime. If at any time during the investigation there is a need to speak with a nurse regarding retaliation for taking a break, the nurse shall be advised of the right to have MNA representation during such conversation. There will be no use of electronic monitoring or surveillance to enforce break plans.

The Employer will track and provide MNA department-level data on missed meal and 15-minute breaks on a monthly basis. The union and management shall review this data monthly.

- Union accepts Employer Proposal No. 4 (Mandatory Low Need Days), as modified in its Package Proposal delivered on 5/31/2019 at 1:44pm.
- Employer accepts Union Proposal No. 23 (Weekends), as modified and delivered on 5/31/2019 at 3:29pm.
- Employer accepts Union's Proposal No. 31 (Mandatory Education), modified as follows:

Amend Art. 51.C. EDUCATIONAL DEVELOPMENT: Required Education Subsequent to Employment, to read:

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. Alternate mechanisms such as video tapes, audio tapes, or self-study may shall normally be offered used, though the parties acknowledge that alternate mechanisms may not be effective in all instances (e.g., educating a nurse on how to start an IV).

The Employer agrees to develop and implement a system to channel mandatory/required education for RNs into a manageable format. Mandatory

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education shall be bundled and assigned to nurses quarterly, except in order to maintain regulatory compliance. Nurses shall have the right to complete bundles estimated to take four (4) hours or more during their normal shift time (as confirmed in their Work Agreement), without assigned patient care duties.

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.

- Employer accepts Union Proposal No. 32 (Health Insurance)
- Employer accepts Union Proposal No. 33 (Duration and Renewal)
- All Tentative Agreements to date

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