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North Memorial Health | MNA
2019 Negotiations
May 31, 2019

HOSPITAL PACKAGE PROPOSAL

U-4. 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.

Nurses will take breaks when they are afforded the opportunity to do so under their specific unit/department break plan, so long as doing so would not jeopardize patient safety.

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.

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

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.

It is understood, however, 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.

In the event that a nurse believes that they are being subject to retaliation, the nurse is encouraged to raise the matter with the Hospital Human Resources Department. The Hospital will investigate a claim of retaliation from a nurse, and will appropriately address the situation if the claim is substantiated.

Employer withdraws ER-1 on dues deduction, which was offered for purposes of clarification only.

Employer withdraws ^{ER}ER-2 on breaks.

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.

The Union withdraws U-2 on access.

The Union withdraws U-34 on staffing crisis bonus.