

**Allina Health (Mercy Hospital – Mercy Campus) / 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 April 18, 2019:

1. The parties agreed to modify the “workshops” provisions in the Mercy 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.
2. Letters of Understanding: See Exhibit B.

Tentative Agreements Reached on May 31, 2019:

3. The parties agreed to modify Section 22.F of the collective bargaining agreement as described in the attached Exhibit C.

EXHIBIT A

Mercy

2. EDUCATIONAL DEVELOPMENT

C. Workshops, Courses, Seminars, and Other Educational Programs: A nurse may use up to seven-hundred ~~and~~ fifty dollars (\$750) per year, paid at one-hundred percent (100%) of the amount provided in this Section, 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 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 recertification (see Appendix A ~~—~~ Recognized Degree and Certification Programs), or

3. Rrelated to complementary therapies that may enhance the nurse's skills, or

4. Rrelated 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

Mercy Hospital – Mercy Campus:

<u>LOU</u>	<u>Action</u>
LOU II – Openings Occurring Less than 24 Hours Before Shift	
LOU – Health Plan Provisions (only applies to Choice and Advantage plans)	The parties agreed to remove the LOU from the collective bargaining agreement (April 18, 2019).
LOU – Pediatric Affiliations	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Labor/Management Cooperation	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Allina Health and Safety	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Accommodation	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – ANA Statement on “Risk Versus Responsibility in Providing Nursing Care”	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Health and Safety Action Plan Summary	The parties agreed to renew for duration of successor agreement (April 18, 2019).
1998 Mercy Local Action Plan	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Master Contract	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Workers’ Compensation Pay Supplement	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Allina Clinical Nursing Practice Council	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Safe Patient Handling	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Acuity System	The parties agreed to remove the LOU from the collective bargaining agreement (April 18, 2019).
LOU – Breaks	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Orientation Travel Time	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Community- or Region-Wide Emergency Response	The parties agreed to renew for duration of successor agreement (April 18, 2019).

LOU – Pre-Tax Reimbursement Fund Forfeitures	The parties agreed to renew for duration of successor agreement (April 18, 2019).
2001 Mercy Local Action Plan	The parties agreed to renew for duration of successor agreement (April 18, 2019).
2004 Mercy Action Plans	The parties agreed to renew for duration of successor agreement (April 18, 2019).
2007 Mercy Work Plan	The parties agreed to remove the LOU from the collective bargaining agreement (April 18, 2019).
Agreement Regarding Payment for Attendance at Meetings	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – RNs working as interim Patient Care Supervisor	
LOU – Capacity Pager Program	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Agreement: “Clinical Group” in Sections 15. A and E of CBA – Layoff (2011)	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Agreement: Section 3.F – Bonus for Extra Unscheduled Weekend Shifts (2011)	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Low Need Hours (2011)	The parties agreed to remove the LOU from the collective bargaining agreement (April 18, 2019).
LOU – Service Leads in Procedural Care Center	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Mandatory Education Scheduling	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Health Insurance Committee	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – ED Security	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU #32 – Process Improvement Projects	

EXHIBIT C

22. HEALTH AND SAFETY

- F. 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 Hospital's Nursing Health and Safety Committee or other committee designated by the parties 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.