

**Allina Health (United Hospital) / 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 3, 2019:**

1. The parties agreed to modify the third paragraph of the “Definitions” section of the United collective bargaining agreement as described below:

The terms “assistant head nurse” and “assistant clinical nurse manager (ACM)” apply to registered professional nurses employed primarily to assist in planning, coordinating, delivering and evaluation of nursing care given on a station unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development and giving direct patient care.

The parties further agreed to modify Article 1 of the United collective bargaining agreement as described below.

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses and assistant head nurses/assistant clinical nurse managers (ACM) employed in the Hospital. The Hospital agrees to not challenge the supervisory/managerial status of any bargaining unit member during the term of this agreement and until a successor agreement is negotiated.

2. The parties agreed to replace the “Assistant Clinical Managers Agreement” LOU in the United collective bargaining agreement with an updated LOU as described in Exhibit A.

**Tentative Agreements Reached on April 18, 2019:**

3. The parties agreed to modify the “workshops” provisions in the United collective bargaining agreements as described in the attached Exhibit B to include seminars in the list of options for which “workshop” dollars can be used.
4. Letters of Understanding: See Exhibit C.

**Tentative Agreements Reached on April 18, 2019:**

5. The parties agreed to modify Section 22(e) of the collective bargaining agreement as described in the attached Exhibit D.

## EXHIBIT A

UHI/MNA

### LETTER OF UNDERSTANDING

between

UNITED HOSPITAL

and

MINNESOTA NURSES ASSOCIATION

**Subject: Assistant Clinical Manager Agreement**

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#### **Scope:**

- In addition to the definition of "assistant head nurse" within the contract, the Assistant Clinical Managers, or ACMs, will be accountable for assisting the hospital in achieving specific objectives related to patient care quality, patient experience and staffing management measures. The specific objectives for each nursing unit will be developed by the hospital in consultation with the ACM(s) for that unit. The parties recognize and agree that ACMs are not solely responsible for achieving these objectives and that their ability to effectively assist in achieving these objectives may be limited by factors or individuals outside the control of the ACM. ACMs will not be held accountable for failure to effectively assist in meeting objectives when the failure is due to circumstances or factors outside the control of the ACM.
- The regularly scheduled office days for ACMs will be eliminated. However, ACMs will be provided office time as needed to complete projects assigned by the hospital.

#### **ACM Performance Measurement and Evaluation Criteria:**

- The performance of an ACM will be measured based on Quality and Patient Experience Metrics, Staffing Management, and Leadership Competencies. The Quality and Patient Experience Metrics, Staffing Management initiatives and Leadership Competencies are attached as Exhibit A and will be provided in writing to each ACM upon execution of this agreement, and to any nurses hired into an ACM position upon hire.

#### **ACM Responsibilities:**

- Be involved in the house-wide committee of assigned quality metrics
- Bring education to the staff at a unit level
- Implement tactics to improve performance on the unit

- Be aware of the current metrics and ensure performance and measurement to goal is communicated to staff

In the event the Manager/Leader believes an ACM is not showing leadership, engagement and active work on the quality and patient experience initiatives and staffing management efforts, the hospital will first meet with the ACM and an MNA representative to reinforce expectations and evaluate whether there are barriers or factors beyond the ACM's control preventing achievement of objectives. The goal of the discussion will be to address barriers and provide resources and tools necessary for the ACM to be successful in the role, which may include adjusting the objectives for which the ACM is accountable. If, after being given reasonable time to demonstrate ability to effectively assist in achieving objectives, the ACM continues to be unable to demonstrate leadership, engagement and active work on the quality and patient experience initiatives and staffing management efforts, the ACM may be removed from the role. MNA reserves the right to grieve such removal. Removal for not meeting care and service objectives will not be disciplinary in nature, nor will any ACM be disciplined for failure to meet the objectives of the ACM role. RNs who are removed from or voluntarily relinquish the ACM role will move to the equivalent step on the staff nurse salary chart. However, such nurses will maintain their existing assignment of shift, FTE and unit.

### **Hiring Process:**

MNA nurses will be given opportunity to have input into the selection of ACMs, and the employer will consider criteria and feedback from such nurses, MNA representatives and other appropriate stakeholders when making final hire decisions. However, the employer is solely responsible for making final hire decisions.

## **EXHIBIT A**

### **PERFORMANCE MEASUREMENTS OF ACM ROLE AT UNITED HOSPITAL AS OF MAY 14, 2013**

While the Employer is currently focusing efforts to achieve improvements in the following metrics, the specific metrics which will be the focus for each ACM will vary based on the nature of the nursing unit and the greatest opportunities for improvement in the nursing unit.

#### Quality/Patient Experience Metrics:

- Falls
- Skin/pressure ulcers
- Hand hygiene - C.Diff rates/MRSA/VRE
- Patient Experience - Careboards, patient rounding
- PVSIR follow-up
- Pain
- Length of stay to budget levels

#### Staffing Management:

- Staffing to Matrix (based on variable staffing plan)
  - Includes identifying opportunities to staff below matrix in order to balance out situations that require staffing above matrix. Examples of such opportunities include:
    - When appropriate, Charge RNs and/or ACM will take a patient who is expected to discharge within 4 hours of the start of the shift.
    - When appropriate, Charge RN and/or ACM on Day and Evening shift will take a one-patient assignment before calling in an RN to work after the shift has started.
      - Note: On circle units, Charge RNs responsible for more than one circle will not be expected to take a patient assignment
- Incidental overtime to budget levels
- 1:1 sitters to budget levels

#### ACM Leadership Competencies:

##### Achieves Results

- Communicates clear expectations and standards of performance
- Develops and implements aggressive, yet realistic, project work plans
- Consistently follows through on commitments

##### Business Knowledge

- Uses data to drive performance improvements
- Takes initiative to become more knowledgeable about Allina's business and healthcare industry trends
- Understands how department/unit performance contributes to Allina's performance

##### Collaboration

- Develops collaborative partnerships across departments, business units, and Allina to achieve results and improve performance

- Proactively collaborates with physicians to integrate care delivery and improve quality
- Anticipates his/her business unit's or department's impact on the broader organization in order to maximize its contribution
- Coordinates efforts across departments and/or business units to deliver integration solutions
- Prevents unnecessary conflict and facilitates constructive resolution of conflict
- Readily shares and adopts best practices across Allina

#### Proactive Communication

- Actively listens and creates multiple opportunities to engage and dialogue with employees
- Builds trust and credibility through timely communications and information sharing
- Seeks input from key stakeholders, and keeps stakeholders informed
- Promotes candor and diverse opinions
- Able to deliver tough messages with respect and care
- Uses positive influence to build a broad base of support for change

#### Service and Quality

- Understands, puts the needs of the patient/customer first
- Sets high standards and goals for providing each patient/customer an outstanding service experience every time
- Demonstrates commitment to patient and employee safety
- Applies performance improvement methods, data and tools to achieve clinical care, service and business outcomes
- Champions new and innovative ideas to address business unit/system barriers or opportunities

#### Technical and Professional Expertise

- Actively shares technical and professional expertise
- Delegates projects to provide employees challenging assignments and learning opportunities
- Pursues development opportunities for self and others to strengthen current and acquire new technical and professional expertise

#### Values-Based Leadership

- Conveys passion and commitment for our mission
- Lives the values; challenges and supports others to live them
- Demonstrates genuine caring for our patients, families, our communities, and each other
- Inspires others to achieve high standards of performance through personal leadership and creating a culture of excellence
- Involves others in decisions affecting their work

## EXBIHIT B

### United

#### 2. EDUCATIONAL DEVELOPMENT

(c) Workshops, Courses, Seminars, and Other Educational Programs: A nurse may use up to seven-hundred ~~and~~ fifty dollars (\$750.00) 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) Part 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 there under 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) Preparing for national certification for the nurse's area of practice, including recertification. (see Appendix A – Recognized Degree and Certification Programs)~~See: Recognized Degree and Certification Programs (Appendix A), or,~~
- (3) Related to complementary therapies that may enhance the nurse's skills, or
- (4) Related 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 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 C

### LETTERS OF UNDERSTANDING

#### United Hospital:

<u>LOU</u>	<u>Action</u>
LOU Prior to 1998 Amended 2004 - Joint MNA/NMI Task Force Report – Use of Temporary Nurses	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1992 Amended 2004 – Pediatric Affiliations	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1995 - Seniority – Shared Services and Transfers	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1995 – MNA Notification of Business Decision Meetings	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1995 – Cafeteria Prices	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – United Health and Safety	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Accommodation	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Ergonomics and Safety Issues	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Safe Patient Handling	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 Amended 2004 – Education	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – ANA Statement on Risk vs Responsibility in Providing Nursing Care	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Consistent Standard of Care	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Use of Technology and Equipment	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Leadership and Charge Roles	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 1998 – Parking	The parties agreed to renew for duration of successor agreement (April 18, 2019).
ACTION PLAN 1998 – Parking	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Parking for Nurses Working Straight Night Shifts	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2001 AMENDED 2007 – Master Contract	The parties agreed to renew for duration of successor agreement (April 18, 2019).

LOU 2001 – Workers’ Compensation Pay Supplement	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2006 – Pre-Tax Reimbursement and Forfeitures	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Phlebotomy/Transport	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Relationship of Nursing Practice Care Delivery Committee (NPCDC) & Patient Care	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Acuity System	The parties agreed to remove the LOU from the collective bargaining agreement (April 18, 2019).
LOU 2007 – Allina Clinical Nursing Practice Council	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2007 – Work Commitment	The parties agreed to renew for duration of successor agreement (April 18, 2019).
United Diabetes Center Agreement	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Care Coordinator Agreement – 2004	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Care Coordinator Agreement – Amended 2013 (as modified by Nurse Clinician Agreement)	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2001 – Orientation Facilitator Differential	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2006 – Payment for Attendance at Meetings	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2008 – Community or Region Wide Emergency Response	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2009 – Mandatory Education	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2009 – Standardized Nursing Orientation	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2010 – Low Need Days	
Health and Safety – Action Plan Summary 1998	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Vacation Scheduling – Action Plan 1998	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Staffing and Scheduling – Action Plan 1998	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Bottleneck Area Closure – Action Plan 1998	The parties agreed to renew for duration of successor agreement (April 18, 2019).
RN Unit Practice Committees – Action Plan 2004	The parties agreed to renew for duration of successor agreement (April 18, 2019).



Approval of Funds for Nursing Research – Action Plan 2004	The parties agreed to renew for duration of successor agreement (April 18, 2019).
Transition Agreement to Peri-op Model	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU 2009 – Floating, Mandatory Low Need Days, and Reductions	
Assistant Clinical Managers Agreement	The parties agreed to replace LOU (April 3, 2019). See TA #7.
Gift Card in lieu of Meal Vouchers (2012)	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 – Call Backs and Guarantee Pay (Surgical Services)	The parties agreed to renew for duration of successor agreement (April 18, 2019).
LOU – Payment of Call (PACU and GI)	The parties agreed to renew for duration of successor agreement (April 18, 2019).

## EXHIBIT D

### 22. HEALTH AND SAFETY

- (e) Physical Violence and Verbal Abuse: 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 ~~h~~Nursing Health and Safety Committee 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.