



August 27, 2019

**Minnesota Nurses Association
Proposal
to
ST. ALEXIUS HEALTH*
Bismarck, North Dakota**

**Contract Agreement
between
ST. ALEXIUS HEALTH*
and
Minnesota Nurses Association
2019 - 20XX**

**Note: The Employer is Catholic Health Initiatives and the Hospital is currently known as "CHI -St. Alexius", however, at the time of this negotiations the Employer is pursuing a merger with CommonSpirit.*

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AGREEMENT

This Agreement is made and entered into by and between St. Alexius Health, Bismarck, North Dakota, hereinafter referred to as the Hospital, and the Minnesota Nurses Association, hereinafter referred to as the Association. The following minimum terms and conditions of employment are hereby agreed to:

Note: The Employer is Catholic Health Initiatives and the Hospital is currently known as "CHI -St. Alexius", however, at the time of this negotiations the Employer is pursuing a merger with CommonSpirit.

ARTICLE 1. RECOGNITION OF THE UNIT

- A. In accordance with the certification of the National Labor Relations Board, the Hospital recognizes the Minnesota Nurses Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, rates of pay, hours, and all other terms and conditions of employment for all full-time, all part-time, all PRN ("Help Out") RNs and all other RNs in the following additional roles: Clinical Educator RN, Electrophysiology Lead, GN, MDS Coordinator/RN, One Call RN (patient placement), OR Controller Level II, Regional Education Coordinator RN, RN Clinical Expert, RN Cluster Flex Pool - Weekend, RN Cluster Flex Pool, RN – Team Leader, RN-Weekend, Clinical Nurse Educator HCN/ACLS/PALS Coordinator, RN-Renal Services and RN Charge. The Bargaining Unit specifically excludes all physicians, technical employees, nonprofessional employees, business office clerical employees, maintenance employees, and other professionals, guards and supervisors (including Management Representatives for whom management of staff is their exclusive or primary job responsibility) as defined by the National Labor Relations Act, and all other employees.
- B. RN Roles that are included in the Bargaining Unit, as per this Agreement, will continue to be Bargaining Unit Work regardless of any change in the name associated with the role, the medical unit name (or location) and/or the facility name. The Hospital shall not establish or change job titles, jobs, or convert former or current bargaining unit positions to non-bargaining unit positions for the purpose of excluding nurses from the bargaining unit as identified above.
- C. The Hospital agrees not to challenge the supervisory/managerial status of any bargaining unit member during the term of this Agreement and until a successor Agreement is negotiated. The Association shall be the sole representative of all registered nurses who perform charge nurse duties or serve in any charge nurse role including those who serve part-time in the Charge of House role in addition to their Bargaining Unit nurse role. Such Charge Nurses and part time Charge of House Nurses shall not perform supervisory duties or be considered to be supervisors, as defined in the National Labor Relations Act.

ARTICLE 2. DEFINITIONS

- A. Staff Nurse: A Registered Nurse employed primarily to provide direct nursing care to patients/clients, to scrub or circulate in the operating room and delivery room, to work directly with patients/clients during examinations and treatments in the outpatient department, and to perform similar functions. This includes graduate nurses hired to fill a RN position.
- B. Nurse Educator: A Registered Nurse who performs a role such as Clinical Educator RN, Regional Education Coordinator RN, RN Clinical Expert, or a similar role under the direction of the department director, and who is responsible for developing, coordinating, and evaluating employee education and training programs, including orientations, preceptorships, and internships for nursing and other clinical staff.
- C. Full Time Nurse: Unless otherwise stated herein, the term full time nurse applies to a nurse who holds a position with specifically designated hours and who is typically scheduled to work a minimum of 72 hours in a two (2) week payroll period.
- D. Part Time Nurse: Unless otherwise stated herein, the term part time nurse applies to a nurse who holds a position with specifically designated hours and who is typically scheduled to work fewer than 72 hours in a two (2) week payroll period. Part time nurses will earn benefits and wage increments as specified in Part Time Nurses article.
- E. PRN/Help Out: Applies to a nurse who is employed to work on an occasional basis to meet staffing needs which cannot be met by regularly scheduled nurses. Such nurses are members of the MNA Bargaining Unit.
- F. Traveler and Agency Nurses: Applies to non-employee RNs --Agency RNs are scheduled on a shift by shift basis to cover short-term needs and Traveler RNs are contracted for a specific period of time. MNA Bargaining Unit nurses (including PRNs/Help-out RNs) have priority for hours and opportunities ahead of Traveler and Agency nurses.

ARTICLE 3. PARTICIPATION IN PROFESSIONAL ASSOCIATION

- A. Association Membership: The Hospital and the Association recognize the right of any RN to become a member of the Minnesota Nurses Association and neither party will discriminate against any RN based on their decision.
- B. Lists to Minnesota Nurses Association: Within two (2) weeks after the execution of this Agreement, the Hospital shall provide to Minnesota Nurses Association a master list of all nurses in its employ giving the name, address,

telephone numbers, email addresses, classification, assigned position, assigned unit, assigned Full Time Equivalent (FTE), hourly rate, highest degree(s) held, hourly rate of pay, average number of hours worked in the past twelve (12) months, date of employment with the organization, RN license date and date of employment as an RN with the organization. Thereafter, the Hospital shall provide the aforementioned information to the Association on a bi-annual basis. In addition, on a monthly basis the Hospital shall forward to the Minnesota Nurses Association a list of nurses who are newly employed giving the information specified above, and of nurses who are resigned, retired and/or have otherwise terminated employment, giving the name and last date of employment within the Bargaining Unit in the organization. All lists and information required by this subparagraph shall be provided to the Association in written format and/or in an electronic format, as requested by the Association.

- C. Deductions: If elected by the nurse the Hospital agrees to deduct Minnesota Nurses Association membership dues every pay period from the earnings of any nurse who has executed the authorization card/application. Deductions for dues shall be in the total amount certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card/application. Withheld amounts will be forwarded to the designated Association office for each calendar month by the twentieth (20) of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made.

- D. Minnesota Nurses Association Information: During the orientation period or the first two (2) weeks of employment of a newly hired nurse, the Hospital will provide to a Minnesota Nurses Association representative a period of one (1) hour to discuss Association membership and activities and to distribute Association information and applications.

- E. Summary Plan Descriptions: Upon employment, the Hospital shall provide to nurses covered by this Agreement a summary plan description of insurance and benefits.

ARTICLE 4. WORK AGREEMENTS

Upon employment offer and at each annual evaluation, the Hospital will provide each nurse with a written confirmation of the nurse's employment Agreement understanding. It shall include the salary increment level, prior work experience credit, shift length (number of hours per shift), shift type (days, evenings, nights, or rotation), number of hours per payroll period, weekend frequency, on-call expectations (if any), classification, unit, and must be signed by the nurse and the employer. The number of hours per

payroll period shall be mutually agreed upon by the Hospital and the nurse, subject to this Agreement. The Hospital may not change a work agreement without the consent of the nurse. New work agreements will be signed when a nurse changes positions.

ARTICLE 5. HOURS - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 6 SCHEDULES AND POSTING - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 7. SALARY - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 8. EDUCATION - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 9. DRESS CODE

The dress code will be maintained as existed on April 19, 2019 and there will be no formalized Hospital-wide uniform requirements. For units that require surgical-type scrubs, these will continue to be provided at no cost to the nurse.

ARTICLE 10. SECONDARY EMPLOYMENT

A nurse may choose to work at another healthcare facility or in another healthcare role, and may not be barred from doing so, by the Hospital.

ARTICLE 11. INFLUENZA IMMUNIZATION

Influenza vaccination is encouraged but not mandatory for all members of the bargaining unit.

ARTICLE 12. NURSING ADVANCEMENT PROGRAM - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 13. ORIENTATION PERIOD

- A. A planned systematic method of orientation to familiarize a newly employed or transferred nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be specified in writing and individualized based on the nurse's needs assessment, experience, and unit-specific competencies and position requirements. The Nurse Educator for each unit is responsible for the development and maintenance of the orientation program and the initial orientation plan for each nurse new to the unit. To that end, the following shall apply:
 - 1. Length of orientation shall be based on the nurse's experience and specific competencies. Any nurse who agrees to precept shall have his/her assignment reduced during the initial orientation period, based on the orientee's experience. If the initial orientation plan, including the adjustment of the preceptor workload, is not met, the time period will be

adjusted. Day-to-day adjustment of assignments may occur in collaboration with the manager or designee.

2. Whenever feasible, orientation shall be conducted by the same preceptor(s).
 3. An orientee's patient care assignment shall not be counted toward the staffing needs of the unit in which they are working.
 4. A nurse shall not be placed in any Charge Nurse/Team Lead position until the nurse has demonstrated the competencies which have been specified for the Charge Nurse/Team Lead role.
- B. New Nurse Orientation Program: Registered Nurses who are in the first year of licensure or nurses with less than one (1) year of acute care experience or nurses with minimal U.S. nursing experience shall be eligible for the following orientation program:
1. An individualized orientation program will include assessment of skills base and learning style for a minimum of twelve (12) weeks or thirty-six (36) shifts, whichever comes first. The orientation period may be decreased by mutual agreement between the orientee, the preceptor(s), and the manager.
 2. Every effort will be made to schedule the orientee with no more than three (3) preceptors. (Exceptions may need to be identified.) The orientee will follow a preceptor's schedule where possible.
- C. Experienced Nurse Orientation Program: Nurses who are hired with applicable hospital experience from the same specialty area will have an individualized orientation program for a minimum of four (4) weeks or twelve (12) shifts, whichever comes first. There are highly specialized areas that may require a longer period of orientation than set above.
- D. Nurses who transfer within the bargaining unit: Nurses who are changing positions or units, will have a mutually agreed-upon individualized orientation program.
- E. Extensions of Orientation: The orientee who fails to progress towards independent practice during orientations will be identified by the preceptor and/or educator prior to the middle of the orientation period. A meeting will occur between the orientee, preceptor(s), educator(s), and manager to identify and address barriers. If an extension of the orientation period is

required, it will be handled on an individual basis. No disciplinary action regarding performance will occur during the orientation extension.

- F. Except as modified by the Article, a nurse who is subject to the Orientation Program shall otherwise be entitled to the full benefit of other sections of this Contract.

ARTICLE 14. PRECEPTORSHIP

- A. Acceptance of a preceptor role shall be voluntary. The position shall be available to nurses on a specific unit who are currently practicing as registered nurses at the bedside, have a minimum of one (1) year experience on that unit, have displayed competency on that unit, and have completed the initial Preceptorship Module.
- B. The compensation for this role shall be three dollars (\$3. 00) per hour for all preceptor hours worked. Preceptors shall be eligible for this compensation when providing orientation to an RN orientee, student, or intern that is assigned specifically to the preceptor.
- C. Paid Preceptor training programs and education on general teaching skills will be provided prior to the nurse beginning to work in the Preceptor role. Continued Preceptor education must be offered and paid by the Hospital, and completed by the Preceptor, at least every two (2) years.

ARTICLE 15. STAFFING AND SCHEDULING - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 16. ON-CALL - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 17. FLOATING - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 18. LOW CENSUS DAYS - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 19. TEMPORARY UNIT CLOSURE

- A. The Charge Nurse/Team Lead (or MNA Bargaining Unit nurse serving in the Charge of House role) will evaluate the following factors to assess and determine adequacy of resources to meet patient care needs:
 - Composition of skill/roles available
 - Patient Census
 - Patients in Observation status
 - Patients awaiting Admission/Transfer/Discharge/Education
 - Patient acuity
 - Patient Intensity

- Experience level of nursing staff
- Unit activity level (i.e. presence of students or orienting staff)
- Variable staffing grids
- Availability of an RN to accept an assignment

B. If resources are inadequate, the charge nurse and manager/administrative supervisor will consider the following:

- Current patient care assignments for potential redistribution
- Ability to facilitate admissions, discharges, transfers, and education
- Availability of additional resources
- House-wide census and staffing

The Staffing Office is responsible for contacting all qualified nurses to fill available shifts from any department and contacting nurses at home to see if they can report to work.

C. If the issue cannot be resolved and resources cannot be reallocated by the manager/administrative supervisor, then the charge nurse shall have the authority to close the unit to admissions for a designated time period. A retrospective review can be initiated by the individuals involved and completed at the unit level.

D. Based on anticipated patient volume, staffing levels in the Emergency Department, PACU, Labor and Delivery, and other affected areas will be adjusted on a shift-by-shift basis as staff are available.

E. During times of unit closure, the Emergency Department will be allocated an additional nurse to accommodate any delays in patient transfer or admission.

ARTICLE 20. PART-TIME NURSES

A. Salary: Part-time nurses will be paid at the same hourly wages and increments described in the attached Salary Scale, as Full-time nurses. They will enjoy the same shift differentials and bonus payments as those for full-time nurses. A part-time nurse will advance one (1) increment level on the pay scale for each year of service.

B. Compensated Hours: A part-time nurse may be compensated for all hours worked per two (2) week payroll period toward eligibility for, and accumulation of, benefits. For the purpose of this article, compensated hours shall count as any hour worked, counts as one (1) hour.

- C. Limitations: Except as otherwise expressly limited or qualified, a part-time nurse shall be entitled to the benefits of all of the other sections of this Agreement.

ARTICLE 21. TEMPORARY NURSES

Agency RNs are scheduled on a shift by shift basis to cover short-term needs and Traveler RNs are contracted for a specific period of time. Before the Hospital utilizes Traveler/Agency nurses, MNA Bargaining Unit nurses (including PRNs/Help-out RNs) will be notified that extra hours are available and shall be given first priority to work these available hours. Traveler/Agency RNs shall be canceled, sent home due to a Low Census Day (LCD) or floated before MNA Bargaining Unit RNs (including PRNs/Help-out RNs). Prior to Traveler nurses being contracted, an opportunity shall be given to MNA Bargaining Unit nurses to permanently increase their FTE or temporarily increase hours for a specific period of time. All shifts/positions offered to Traveler nurses must have been open and available to MNA Bargaining Unit RNs for two (2) weeks. After the initial temporary Traveler assignment is completed, the available open position will be posted as stated above for MNA Bargaining Unit nurses for a period of two (2) weeks before the Hospital can reassign the Traveler or assigning another Traveler. Travelers will not be pre-scheduled to work holidays. The Association will be notified whenever Agency/Traveler nurses are contracted and the Association will be provided with information specific to the position, unit, and length of time the Agency/Traveler nurse is contracted to work.

ARTICLE 22. SENIORITY - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 23. CHANGE IN STATUS

Any change in status in which a Bargaining Unit nurse maintains or is returned to a Bargaining unit position in the Hospital (i.e. a return to work following a leave of absence, disciplinary action or recall from layoff status), as described within this agreement will result in the protection of earned benefits, hire date, and seniority (retention and accrual is as described above). Benefits will be earned at any new status rate beginning on the date of position change.

ARTICLE 24. HOLIDAYS - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 25. PAID TIME OFF - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 26. LEAVES OF ABSENCE

- A. Leave without Pay: A nurse will be granted a leave of absence without pay for the following purposes. PTO and other benefits may be utilized at the discretion of the nurse during an unpaid leave to the extent to that it is available.

1. Personal Illness: Regardless of whether or not a nurse qualifies for FMLA, nurses shall be granted leave for personal illness or disability, for a period of up to six (6) months.
2. Critical Illness Leave/Ongoing Bereavement Leave: Regardless of whether or not a nurse qualifies for FMLA, nurses shall be granted Critical Illness Leave in order to care for the following: parents, siblings, significant others, children, stepchildren, foster children, grandparents, grandchildren, aunts, uncles, nieces, nephews, siblings in law and parents in law for a period of up to three (3) months, and/or Unpaid Ongoing Bereavement Leave, regardless of whether or not a nurse qualifies for FMLA, for the following: parents, siblings, spouses, significant others, children, stepchildren, and foster children, for a period of up to three (3) months. Nurses may choose to use PTO, if available.
3. Extended Parental Leave for Birth or Adoptive Parents: The hospital will allow up to a six (6) month leave of absence for mothers and/or fathers upon the birth or adoption of a child.
4. Military Leave: The Hospital shall grant leaves of absence for military service by nurses in compliance with the provisions of applicable Federal Law, including the Veteran's Re-employment Act and USERRA.
5. Educational Leave: A nurse who has been employed by the Hospital for a period of two (2) years or more may be granted an educational leave of absence of up to twelve (12) consecutive months. Any extension of an educational leave of absence shall be at the discretion of the Hospital. In order to qualify for such leave, the nurse must be a full-time or part-time student at a college or university, working toward a degree having reasonable relation to professional employment in nursing or enrolled in an advanced practice nursing program.

Nurses who are participating in the tuition reimbursement program described in this collective bargaining agreement will be allowed to reduce hours without changing her/his status from regularly scheduled to PRN.

A nurse who has been granted an educational leave under this provision will be allowed to work on an unscheduled basis during the leave of absence and retain her/his status as a member of the bargaining unit.

6. FMLA Leave: Nurses will be entitled to family medical leave under State and Federal law. FMLA leave will run concurrently with PTO/STD and/or unpaid personal illness leaves and begins with the first day of absence.

Health Insurance Contributions while on Illness or FMLA Leave: The Hospital will continue health insurance contributions for two (2) months after PTO/STD time, used at normal FTE, has been exhausted and FMLA has expired. Upon special request, the Hospital will continue contributions for as long as the nurse has enough PTO/STD time to cover Her/his portion of the premium payment, up to a maximum of six (6) months. If an employee is on STD and chooses to continue their insurance coverage, she/he will need to pay her/his portion of insurance.

7. Other: Leaves of absence for reasons other than above will be granted to nurses at the discretion of the Hospital and on an individual basis.
- B. Leave with Pay: A nurse will be granted a leave with pay for the following purposes:
1. Paid Bereavement Leave:
 - A. When death occurs to an RN's spouse or domestic partner, mother, father, child, foster child, brother, sister (including stepbrother, stepsister), step parent, stepchild such or other person(s) who can reasonably be considered to have served in one of these roles, such nurse, upon request will be excused for a period of five consecutive calendar days and paid for any scheduled shifts falling within this five (5) day period at the RN's Base Rate of pay.
 - B. When a death occurs to an RN's grandparents, grandchildren, mother or father-in-law, brother or sister-in-law, son or daughter-in-law, aunt, uncle, nephew, niece, step-parent-in-law, great-grandparents, grandparents-in-law, great-grandparents-in-law, or other person(s) who can reasonably be considered to have served in one of these roles, such nurse, upon request will be excused for a period of three (3) consecutive calendar days and paid for any scheduled shifts falling within this three (3) day period at the RN's Base Rate of pay.
 - C. As stated in section A.2, above, nurses may request and shall be granted the following unpaid Ongoing Bereavement Leave, regardless of whether or not a nurse qualifies for FMLA, for the following: parents, siblings, spouses, significant others, children, stepchildren, and foster children, for a period of up to three (3) months. Nurses may choose to use PTO, if available.

- D. The RN may use one (1) of the Bereavement Leave days for the actual day of the relative's death and this does not have to be used consecutively with the other leave days.
- E. If a death in the family occurs while the RN is on scheduled PTO, the employee will be paid Bereavement pay, or a pro-rated amount of Bereavement pay, based on the RN's FTE times the number of days for that category of relative.
- F. Upon obtaining approval from the nurse's manager, an RN may use PTO to attend the funeral of persons not specifically mentioned in this article.
- G. Jury Duty and Subpoenaed Witness Leave:

All paid hours in this section shall count in addition to all other hours, toward calculations for overtime.

A. Jury Duty Leave

In the event an RN is required to serve jury duty, the Hospital will grant the leave for the period of time service is required on such jury. The leave time will not count as an attendance occurrence, will not require the RN to cover the lost time with PTO and will not subject the RN to disciplinary action.

The Hospital will pay for regularly scheduled work hours necessarily lost because of such service, at the nurse's regular rate (or overtime rate, as applicable). The RN will submit their court payment (excluding travel and meal expense) to the hospital cashier. In order to be eligible for payment, an RN must notify his/her supervisor within twenty-four (24) hours after receipt of the initial notice and as soon as possible upon final selection for jury duty. The RN must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

Shift Considerations: Evening, Mid or Night Shift: The RN will not be required to work after 11:15 p.m. on the day prior to jury duty and will not be required to work any portion of the Evening, Mid or Night Shift on the same day of jury duty. Such RN will have the option to work during all or a portion of their missed shift(s), upon the approval of their supervisor.

An RN who is temporarily excused from jury duty on duty day, shall contact his/her supervisor. The RN may be required to work as long as

both of these conditions exist: 1). work is available on the RN's unit during the RN's regularly scheduled shift time, and 2). the available work time will exceed four (4) hours once the RN can practicably arrive at the Hospital. A nurse on jury duty shall not be expected to work the 2300 to 0700 shift (or hours connected to such shift) immediately preceding or on a day of such duty unless mutually agreeable between the nurse and the supervisor.

B. Witness Leave

An RN who is subpoenaed or requested to testify concerning Hospital service and/or business shall be removed from conflicting shifts and placed on Witness Leave. Such removal will not count as an attendance occurrence, will not require the RN to cover the lost time with PTO and will not subject the RN to disciplinary action. The RN shall be paid at their regular rate (or overtime rate as applicable) for all the time spent meeting with the Hospital attorney or representatives and for all time spent in court.

Shift Considerations: Evening, Mid or Night Shift: The RN will not be required to work after 11:15 p.m. on the day prior to witness preparation or court appearance and will not be required to work any portion of the Evening, Mid or Night Shift on the same day of witness preparation or court appearance. Such RN will have the option to work during all or a portion of their missed shift(s), upon the approval of their supervisor.

If the witness preparation or court appearance has been cancelled, the RN shall be required to notify his or her supervisor. The RN may be required to work as long as both of these conditions exist: 1). work is available on the RN's unit during the RN's regularly scheduled shift time, and 2). the available work time will exceed four (4) hours once the RN can practicably arrive at the Hospital. A nurse on witness duty shall not be expected to work the 2300 to 0700 shift (or hours connected to such shift) immediately preceding or on a day of such duty unless mutually agreeable between the nurse and the supervisor.

- A. Returning from a Leave: A nurse returning from a leave of one hundred eight (180) days or less shall be returned to her/his previously held position. Nurses returning from a leave of absence which is more than one hundred eighty (180) days will be returned to their former position, if open, or to a position for which they are qualified if one is open, but if no position is open at the time, they will be given first opportunity to return to an open position for which they are qualified.

- B. Written Request: All request for all leaves of absence shall be in writing and where applicable, will be consistent with the FMLA.

- C. Nurses are entitled to all forms of leaves of absence during their orientation period.

ARTICLE 27. VOLUNTARY LEAVE OF ABSENCE BEFORE LAYOFF AND INVOLUNTARY LAYOFF

In the event of a layoff or filling of vacancies an updated seniority list will be run.

- A. Voluntary Leave of Absence Before Layoff: Before resorting to any layoff procedure, the Hospital will offer the nurses an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) calendar days. During such leave of absence, PTO and length of service rights shall continue to accrue. The Hospital will not permanently fill the nurse's position during the period of leave of absence.

- B. Involuntary Layoff:

1. Layoff Order: In the event it is necessary to lay off nurses due to lack of work, nurses shall be laid off in reverse order of seniority. The nurse with the lowest number of seniority hours with the Hospital will be laid off first. No nurse will be permitted to increase her/his FTE as a result of layoff by more than a fraction of .09 FTE (in order to accommodate moving to a position with a fractional FTE), unless the nurse is moving to an open position.

2. A "displaced nurse" shall mean any nurse employed in a unit that is downsizing or closing or a nurse whose position is eliminated, as well as any nurse bumped as a result of downsizing, a closure or eliminated position. In the event more than one RN is to be displaced at the same time, the same number of less senior RNs in the hospital may be displaced from his/her positions according to the same criteria. The most senior RN shall have the right to select among the options/positions. Then the second most senior RN shall have the right to select an option/position, and so on. This shall continue until all impacted nurses and their circumstances have been addressed. Displaced nurses shall be offered the choice of one of the following options:
 - a. Secure an open position at the Hospital
A displaced nurse may apply for open positions for which he/she is qualified (if qualifications are required) and may apply for all other open positions which would ordinarily be filled by nurses needing orientation. Displaced nurses will be applying as a formality, however, displaced

nurses in seniority order will have top priority and will be granted open positions as long as required qualifications are met.

b. Voluntary Displacement – Severance

A displaced nurse who accepts voluntary displacement will receive a severance payment equal to one (1) week per one (1) year of service, with a minimum severance payment of two (2) weeks and a maximum severance payment of twelve (12) weeks. The severance payment will be paid after the nurse's last date of employment in one (1) lump sum payment and will be subject to tax withholding. A nurse must continue employment with the Hospital through the date determined by Hospital to be eligible to receive a severance payment.

In addition to the severance amount outlined above, the payment will be grossed up to include the current weekly amount paid by the Hospital for health insurance to match the term of the severance period. For example, a nurse who is eligible to receive six (6) weeks of severance pay will also receive a payment of the employer's portion of six (6) weeks of COBRA coverage. To receive the severance payment, a nurse will be required to sign a waiver of all claims in a form satisfactory to the Hospital, as well as a waiver of all recall rights. A nurse who chooses this option will be deemed to have voluntarily resigned and will lose his/her seniority hours. A nurse who chooses this option will have his/her adjusted hire date and continuous service date restored if he/she returns to a Hospital within one (1) year of his/her resignation date.

c. Voluntary Layoff

A displaced nurse may choose to be laid off and retain his/her recall rights per the terms of the applicable collective bargaining agreement. The nurse may apply for unemployment benefits; however, the decision as to whether or not a nurse who has accepted voluntary layoff will receive and will be able to retain unemployment benefits rests solely with the state in which the nurse applies for unemployment benefits. Unemployment benefit disputes are the responsibility of the nurse and may not be submitted or resolved in accordance with the provisions of this collective bargaining agreement between the Hospital and the Association. A nurse who accepts voluntary layoff may accept assignment to intermittent shifts if such shifts are offered to the nurse under the circumstances described within this collective bargaining agreement. If such nurse is not recalled during the timeframe as outlined in his/her collective bargaining agreement, recall rights shall be lost and the nurse shall lose all seniority rights. Displaced nurses

who chose the voluntary layoff option and who received health insurance benefits prior to layoff may maintain insurance while on a layoff consistent with applicable law. During the first three (3) months of layoff, the Hospital will continue to contribute to the cost of health insurance on the same basis as it did prior to the layoff.

d. Bumping

A displaced nurse may choose to bump a less senior nurse employed at this Hospital, in accordance with the terms specified below, and only within the limits outlined below. If a nurse chooses to bump into a less senior nurse's position, the nurse taking the position must adopt the bumped nurse's position as it exists at the time the displaced nurse bumps into the position, including, but not limited to, FTE, schedule, weekend, and job duties.

A displaced nurse will be permitted to displace one of the more junior RN(s) in the Bargaining Unit if the RN in the judgment of the Director of Nursing or designee, the displaced nurse who wishes to bump has the qualifications to perform that job or can acquire such qualification in a reasonable period of orientation time which shall be defined as within sixty (60) days or less, and subject to the bumping limits, below. Such nurse shall have seventy-two (72) hours to notify the Hospital that they intend to exercise his/her rights under this Article unless the initial layoff notice period falls on a weekend then the RN shall have an additional seventy-two (72) hours which shall begin when the notice period expires (for a total of one hundred forty-four (144) hours from the time of the official notice).

All bumped nurses become "displaced nurses" and have a right to select from all options afforded to displaced nurses. The bumped RN then can bump anyone with less seniority as described above (and subject to the bumping limits). Once the RN is notified he/she is going to be bumped, he/she has twenty-four (24) hours to exercise his/her bumping rights once he/she is notified of the layoff unless this falls on a weekend then the RN shall have seventy-two (72) hours which shall begin when the notice period expires (for a total of one hundred forty-four (144) hours from the time of the official notice).

Bumping limits: ** to be discussed at future bargaining date**

H. Nurses with Split positions:

A displaced nurse who currently works in a split position with FTE divided among two (2) units and only one (1) unit is being impacted, may choose from among all of the options available to displaced

nurses, and in addition, may choose to keep a position within the unit that is not being impacted as long as they will continue to have at least .4 FTE in that unit.

I. Intermittent Shifts:

A nurse on layoff shall be offered the opportunity to work intermittent shifts as work is available, based on seniority, provided she/he is qualified to perform the work. To the extent possible, such work will be scheduled in advance. Hours worked on an intermittent basis shall count toward accrual of seniority, PTO, and salary increments.

J. Restoration of Reduced Hours:

When qualifications to perform the work are equal, the reduction of scheduled hours shall be by seniority. Except as provided in Low Census Days Article, the Hospital will not hire new employees into the classification, increase the scheduled hours of nurses who have not had hours reduced beyond their normal schedule, or employ PRN, part-time, or temporary nurses, until nurses equally qualified to perform the work available have had their hours restored. Such nurses (reduced) shall have hours restored prior to recall of nurses on layoff.

K. Benefits while on Layoff: Employees on layoff shall not be entitled to PTO benefits unless a holiday is worked as an intermittent shift.

L. Layoff Seniority: Seniority shall be retained during the period of layoff, however, seniority shall be lost if the nurse is not recalled from layoff within one (1) year.

M. Layoff Notice: The nurse and the Minnesota Nurses Association will be given two (2) weeks' written notice in advance of any layoff. A nurse who is laid off shall have the right at the time of layoff to receive appropriate PTO with pay upon written request to the Hospital.

N. Recalls from Layoff:

Recalls shall be offered in seniority order.

If there has been a layoff, the Hospital shall not hire new employees into the bargaining unit, increase the scheduled hours of current employees beyond their normal schedule, request PRN or part-time nurses to work, or use Agency/Traveler nurses until all nurses who are eligible for

intermittent shifts and/or holding recall rights who are equally qualified to perform the work available, shall have been offered the work and/or recalled.

Nurses on recall are eligible to be recalled to a position status with these four (4) elements: 1). Their unit, 2). Their FTE, 3). Their shift type and 4). Their shift length. Nurses on recall status have first priority for open positions and opportunities for increased FTE and/or position changes that involve shift type or length, that will meet the criteria for full or partial recall, in seniority order.

An RN who has accepted a recall position that only partially fulfills the position status prior to layoff shall remain eligible for recall to the remaining position status elements, until the one (1) year recall period ends. If an RN is fully recalled to all four (4) elements of her/his former position status, and such RN elects not to accept recall to such position, such refusal will be treated as termination (unless the RN has previously accepted another position at the Hospital that is not in the bargaining unit in which case the RN forfeits all recall rights). An RN may, at their sole discretion, notify the Hospital and the Association that they wish to end their own recall period early.

Once all recall periods have ended and/or once all nurses with active recall rights have been fully recalled (whichever comes first), the Hospital would then be free to fill positions consistent with the contract provisions for filling vacancies.

ARTICLE 28. RESIGNATION AND RETIREMENT - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 29. INSURANCE - PRESENTED AT FUTURE BARGAINING SESSION

ARTICLE 30 SAFETY AND HEALTH

A. **Physical Violence and Verbal Abuse:**

The Hospital and Association recognize the effects traumatic events of violence directed at staff have 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 who work in areas where violent events occur, the Hospital and Union agree to the following commitments.

1. **Preventive Efforts**

- The Hospital will have a trained response team(s), which will respond with a readily accessible and appropriate response kit that shall include equipment, medication and supplies, to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. The Association will be notified when an incident occurs and shall be given an opportunity to participate in the review process in place at the hospital.
- Employers 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.
- The Hospital shall provide a summary of all incident reports involving acts of violence, which shall be defined as: "Act of violence" means an act by a patient or visitor against a health care worker that includes kicking, scratching, urinating, spitting, sexually harassing, intentionally attempting to pass on a communicable disease, causing bodily harm, and any/all other similar activity, at each regularly scheduled Labor-Management Committee. This summary will include a description of the incident, the response, and efforts to mitigate future incidents of the same or similar nature.
- If an event of this nature occurs, Registered Nurses are allowed, encouraged and permitted to contact law enforcement regarding the incident.
- The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.
- On obstetric units, the Hospital shall immediately notify staff on the unit when the biologic father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father may attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.
- Behavioral Restraints: An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion they will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints. When an RN is performing 1:1 of a patient in restraints or seclusion, the RN will be taken out of the count and not be required to leave the bedside of the patient to perform RN duties.
- Signage will be posted and clearly visible at all nurse stations of all units in the Hospital which shall indicate that violence of any kind is not permitted on Hospital premises.

2. Traumatic Events

The Hospital and Association recognize the effects traumatic events of violence directed at staff have on the whole person. In order to ensure the professional longevity and continued health of staff, the Hospital and Association agree to the following provisions for all Registered Nurses

- a. A Registered Nurse who has been assaulted at work and is unable to continue working, as determined in the nurse's sole discretion, will be given the opportunity to be free from duty without loss of pay for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.
- b. Units that require Green Alert/Code Green and/or Crisis Intervention training as a component of mandatory education shall also provide resiliency training and self-defense training to all nurses that provide patient care on those units on not less than the same frequency that Green Alert/Code Green and/or Crisis Intervention training is provided.
- c. When a violent event occurs on a unit an immediate documented debrief will take place that includes all staff involved and a nurse designated by the Union.
- d. When assessing unscheduled absences, the proximity to staff being involved in a traumatic event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Employer.
- e. Any nurse who opts to utilize the time off provision as stated above will be offered to be included in a debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident, and a designee of the Union. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions. This debrief will take place within seventy-two (72) hours. Within seven (7) days of the event a report of the event shall be presented to the Union which shall include all documented reports and investigatory notes as well as outcomes.
- f. 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.

ARTICLE 31. ADDITIONAL EMPLOYEE BENEFIT PROGRAMS

During the term of this Agreement, bargaining unit nurses will be eligible to participate in the Hospital's employee benefit programs not otherwise described herein on the same basis as other employees. During the term of this Agreement, there shall be no reduction or diminishment in these benefits. Those programs presently include, but are not necessarily limited to, the following:

- Employee Assistance Program
- Employee Discount Program
- Free to Go
- Vacation Donation
- Free Parking
- Child Care
- Employee Emergency Fund
- Service Awards
- Discount for Hospital Services
- Unit/Department Specific Longevity Programs

ARTICLE 32. DISCIPLINE AND TERMINATION

- A. Discipline: The Hospital shall not terminate, suspend or issue a verbal or written disciplinary warning to a nurse without just cause. The parties agree that the principles of just cause will be applied where there is a need to take disciplinary action. The Hospital shall utilize a system of progressive discipline.

A written notice of any termination, suspension, written warning or verbal warning shall be given to the nurse and a copy thereof shall be sent to the Association.

A nurse's participation in the Minnesota Nurses Association bargaining unit activities or eligibility for seniority benefits will not constitute just cause for any discipline. Verbal warnings shall be confirmed in writing, identified as disciplinary action, and a copy given to the nurse and the Association.

- B. Representation: A nurse who is asked to participate in a discussion or investigatory meeting that could lead to disciplinary action shall be advised in advance of such meeting and of its purpose. The nurse shall have the right to request and be granted Association representation during such meeting. At any meeting where discipline is to be issued, the Hospital will advise the nurse of the right to have an Association representative at such meeting.
- C. Records of Discipline: Upon request of the nurse or the Association, all written documents relating to oral or written disciplinary warning shall be removed from the nurse's personnel file after one (1) year from the date of the issuance of the discipline. Disciplinary documents may be removed sooner by mutual agreement between the Hospital and the Association. In no case will a warning which has been removed from the nurse's file be considered in future discipline or in arbitration proceedings.

- D. Termination: The hospital will give a nurse two (2) weeks' written notice (exclusive of terminal leave) prior to termination of employment or suspension. The Association will be given written notice of any termination or suspension at the same time the affected nurse is given written notice.

ARTICLE 33. GRIEVANCE PROCEDURE

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be processed as follows:

1. Step 1: The nurse shall informally discuss the grievance with the immediate supervisor. The nurse may have Association representation present at the time of this discussion.
2. Step 2: If the grievance is not resolved in Step 1, it shall be submitted in writing to the Hospital, shall specify in detail the alleged violation of the Contract, and shall be received by the Administrator or her/his designees not later than twenty-one (21) calendar days following the date of the occurrence. Following receipt of the written grievance by the Hospital, appropriate representatives of the Hospital and the Association shall meet in an attempt to resolve the grievance. Within fifteen (15) days of the meeting between the representatives of the Hospital and the Association shall present a written answer to the grievance.
3. Step 3 (optional): In case no settlement is arrived at through Step 2, the matter in dispute may be submitted to the Federal Mediation and Conciliation Service for resolution through grievance mediation, provided both parties agree. The utilization of this Step does not prevent either party from utilizing the arbitration procedure in Step 4 either in lieu of mediation or in the event that the grievance mediation process is unsuccessful
4. Step 4: If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to the Board of Arbitration. Any request for arbitration must be in writing and received by the other party within fifteen (15) calendar days following receipt of the written answer to the grievance under Step 2, unless the case was mediated, in which case the request for arbitration following mediation must be in writing and received by the other party within fifteen (15) calendar days following mediation.
 - A. The arbitration will be heard by a Board of Arbitrators consisting of one (1) member selected by the Hospital and one (1) member selected by the Association and a third neutral member to be selected by the first two. In the event that the first two cannot agree

upon a third member within three (3) days, such neutral member shall be selected from a list of five (5) neutral arbitrators to be submitted by the Regional Director of the Federal Mediation and Conciliation Services (FMCS). By mutual agreement the parties may waive the Board and submit the issues to the neutral.

5. Authority: The award of the board of arbitrators or the Neutral Arbitrator shall be final and binding upon the Association, the Hospital, and the nurse. The authority of the Board of Arbitrators or the Neutral Arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrators shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement.
6. Fees: The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Association.
7. Time Limits: The time limitations provided herein may be extended upon mutual written agreement of the parties.

ARTICLE 34. PERSONNEL FILES

A nurse shall be entitled to make a request to inspect her/his personnel file, including but not limited to evaluation reports, disciplinary notices or records, and attendance record. The nurse's request shall be granted as soon as possible, but in no case more than ten (10) calendar days from the date the nurse makes the request.

ARTICLE 35. SEVERE WEATHER CONDITIONS

If a nurse is unable to work for a scheduled shift due to severe weather conditions, the nurse shall be allowed to 1). trade shifts, 2). exercise his/her right to take unpaid leave or 3). use earned and accumulated PTO. The Hospital shall provide appropriate sleeping accommodations for nurses remaining at the Hospital.

ARTICLE 36. AVAILABILITY OF PAYROLL INFORMATION

The Hospital shall provide the following information with each payroll check every two (2) weeks:

1. Gross Pay and Net Pay.
2. Hours at regular pay and earnings at regular pay.
3. Hours at overtime pay and earning at overtime pay.
4. Hours of paid PTO/STD used during this pay period, and remaining PTO balance.
5. Hours and amount of differentials paid for each separate type of differentials paid during this pay period.
6. Itemized Deductions.

7. Current Base Pay rate, and any other pay rates as applicable.
8. Year to date totals for all of the above forms of pay.

ARTICLE 37. BULLETIN BOARDS

The Hospital will provide two (2) bulletin board spaces in locations accessible to nurses for purposes of posting Association meeting notices and union material. Each unit or department will also have a bulletin board space in their locker or conference room for the same purpose.

ARTICLE 38. AMBULANCE COVERAGE

In the event a nurse is requested by the Hospital to accompany a patient on an ambulance or air transport, the Hospital will reimburse the nurse two (2) times her/his usual hourly pay from the time leaving the Hospital until return to the Hospital.

ARTICLE 39. LABOR MANAGEMENT COMMITTEE PRINCIPLES AND ACTIVITIES

- A. The parties agree to the benefit of continued mutual problem solving and resolution of conflicts that arise during the administration of the Contract. The Labor Management Committee (LMC) shall coordinate the discussion and resolution of standing agenda items which shall include, but are not limited to, staffing and scheduling, professional practice, open positions, workplace violence prevention, and other administrative or organizational concerns.
 1. Membership in the LMC shall consist of an equal, if possible, number of elected MNA chairpersons or representatives, MNA staff, human resources, patient care representative, and other management or labor representatives as needed. The Committee shall meet ten (10) out of twelve (12) months for two to three hours a month. The Committee will identify chairpersons and develop agendas that are mutually agreed upon. Ad hoc groups may be commissioned by the LMC to perform specific work related to continued acuity evaluations, staffing and scheduling issues, health and safety issues, workplace violence prevention, and professional practice. These work groups shall report back to the main LMC.
 2. Membership in the unit or department Labor Management Committee shall consist of the manager/director, MNA chairpersons, MNA representatives, and others that may be agreed to. These committees shall be responsible for coordinating the local concerns that arise on the unit. The scope of the local LMC may involve professional practice issues, staffing and scheduling, workplace violence prevention, and review of contractual obligations. Minutes shall be taken and posted on the unit and forwarded to the organizational LMC for review.

- B. Compensation: Nurse representatives shall be compensated for time participating in such committees at the applicable rate of pay (regular or overtime) and hours necessarily lost because of serving on this Committee.
- C. Principles the parties have agreed to related to professional practice, staffing and scheduling, and health and safety are outlined below:
1. Professional Practice: Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing-care needs. The bargaining unit RN is the recognized care coordinator to advance the patient/client plan of care. The RN collaborates in case management with other health care professionals. Only a RN in a supervisory role will evaluate the professional nursing practice of a bargaining unit RN.

The Association and the Hospitals recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe, quality patient care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost-efficient basis which recognizes the accountability of the registered nurse in accordance with the North Dakota Nurse Practice Act and the Joint Commission on Accreditation of Healthcare Organizations.

2. Nursing Care Delivery Committee:
There shall be established in the Hospital a joint committee of labor and management representatives. The Hospital and the Association will agree upon the total number of members which shall constitute this Committee. There shall be co-chairs--one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee will be paid for meeting time spent in serving on this Committee.

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. The Committee will have two areas of focus:

- a. Authority of Committee: The Committee, through use of a joint decision-making process, has the authority and accountability to

specify the role implementation of the registered nurse in the patient care delivery system of the organization and the application of the nursing process in that delivery of patient care. The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence. In the event of a dispute regarding changes in the role of the registered nurse or the application of the nursing process, changes will not be implemented until conflict resolution process is observed (utilizing the services of the Federal Mediation and Conciliation Services (FMCS) if necessary).

b. Changes in the System for Delivery of Nursing Care:

If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation of the role of the registered nurse or application of the nursing process to delivery of patient care, it is the intent that those aspects will be considered under the guidelines in (a) above. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.

3. Nurses appointed by the Association and Hospital representatives will review the following on a unit basis, annually or more frequently if necessary:
 - a. Staffing patterns and ratios
 - b. Budgeted census and acuity

- c. Comparative benchmark data (i.e., NACHRI, CHCA, CHA)
 - d. Concern for safe staffing data (patterns of difficult shifts, by day of the week as well as by shift)
 - e. Gap analysis of staffing targets versus actual results and action plans/solutions will be forwarded to the Labor Management Committee for review. In the event of planned changes to current RN staffing patterns and ratios, proposed changes will be discussed at Care Delivery Committee. The Committee shall have no power to modify the terms of the Agreement nor to adjust grievances.
4. Only a RN shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the North Dakota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or hospital policy. Consistent with the preceding sentence, the individual RN has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her/his assessment. The RN has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The RN also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a RN, may not be re-delegated without the consent of the RN.
5. Only the registered nurse will receive the physician's telephone and verbal orders which are to be implemented by the nursing staff.
6. Non-nursing Functions: The Hospital will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.
7. Staffing and Scheduling: The LMC will develop a process to utilize Concern for Safe Staffing Reports to identify and address professional

concerns and develop the guidelines for: weekend, holiday, vacation scheduling, on-call, floating, overtime, weekends, and breaks.

8. **Health and Safety:** The representatives of the Hospital and the Association shall consider and develop recommendations on health and safety matters of particular concern to registered nurses, including but not limited to infectious diseases, chemical hazards, security and physical safety, radiation, workplace violence prevention, and education. In addition to providing access to, and copies of, the OSHA reports and First Report of Injury forms to the Association, the Hospital shall provide all other workplace safety, workplace incident and all related information as required by Statute and Regulations.
In considering issues related to workplace violence prevention, the LMC shall discuss the length of necessary education provided to bargaining unit nurses. The LMC may also review incidents of workplace violence occurring in the Hospital. Workplace violence will be a topic for discussion at LMC quarterly or as necessitated by incidents that occur.
9. **Patient Care Equipment:** The Hospital will seek and consider staff nurse input before purchasing durable equipment that nurses would regularly be expected to use in performing their patient care duties.

ARTICLE 40. ASSOCIATION ACTIVITIES

The Hospital will provide leaves of absence without pay of reasonable duration for nurses for the purpose of attending meetings, conferences, and conventions of the Association. The nurse will notify the Hospital one (1) month in advance, or as soon as possible, of the desired leave.

ARTICLE 41. NEGOTIATING TEAM PAYMENT

During such time that the Hospital and the Association are engaged in negotiations, the following will apply:

- A. The Hospital and the Association will split the cost of meeting facilities on a 50/50 basis.
- B. Up to nine (9) members of the MNA bargaining committee will be made whole (i.e. pay, benefits, and hour appointment) for all days spent in negotiations, including training. The Hospital will pay committee members their normal hourly rate for all hours participating.
 1. Time spent in negotiations will be counted as hours for the purposes of calculating overtime.
 2. Committee meeting time for negotiations work in between sessions are to be counted as worked hours.

- C. Negotiation dates will be scheduled as part of the bargaining committee nurses' hour appointment.
- D. Canceled negotiation meeting days will be treated the same as low census days (LCD) for benefit purposes.

ARTICLE 42. HOSPITAL ACCESS

Representatives or staff of the Minnesota Nurses Association will be granted unlimited access to the facility for Association business including, but not limited to, meetings, on-site elections, education, rounding, and New Employee Orientation.

ARTICLE 43. SUCCESSORS OR ASSIGNS

This Contract Agreement shall be binding upon any successors or assigns of the Employer, and no terms, obligations, and provisions herein contained shall be affected, modified, altered or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of the Employer or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of the Employer.

The Hospital shall have an affirmative duty to call the provisions of this contract to the attention of any organization with which it seeks to make such an agreement and inform them of their obligation to comply with any and all laws regarding successorship. The Employer agrees to give notice of this Section to any prospective purchaser, transferee, or assign and simultaneously give written notice thereof to the Association not less than twenty (20) days before any documents relating to the sale or transfer are executed by the Employer.

Any violation of this Section may, at the option of the Association, be resolved through the Agreement's Grievance/Arbitration provisions or through legal action in state or federal court. Should the Association determine that court action is appropriate, it is agreed that any violation of this Section would result in irreparable harm to the Association and the Association may enforce this Section through injunctive relief without the posting of bond.

ARTICLE 44. DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in force and effect from April 19, 2019 through, and including, __?__, 20__?__ and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the annual expiration date. In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the

parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party.