PROPOSAL 1 – Modify Article 17 as follows:

17. PART-TIME NURSES

A. Definitions

Part-time: Nurse regularly scheduled to work fewer than eighty (80) hours per pay period.

Temporary nurse: An “agency,” “seasonal,” or “traveling” nurse that may be employed on a full-time or part-time basis, but with the understanding that their employment is for a fixed term or assignment. Temporary nurses are not in the bargaining unit.

Casual nurse: A nurse employed by SBMC to work on a non-regularly scheduled basis for less than 0.3 FTE in any given pay period. Casual nurse positions cannot be denied on a unit which has less than a 1:5 ratio of casual nurses to nurses with an FTE of .6 or greater.

The following parameters apply:

1. Must work at least one hundred and fifty (150) hours in a twelve (12) month period.

2. Will not be scheduled shifts until regularly scheduled full and part-time nurses are given the opportunity to take available shifts.

3. Must complete mandatory educations.

4. Must attend mandatory service area meetings and trainings.

5. Must demonstrate clinical competency.
PROPOSAL 2 – Modify Article 25 as follows:

25. POSTING OF POSITIONS

If a nursing position of .4 or more is or will open, SBMC will post on the bulletin board a notice for a period of seven (7) calendar days before permanently filling the position. Said notice shall include a listing of the position, shift, approximate number of hours, and the unit involved. In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When two or more applicants meet the minimum qualifications for the position, the senior nurse will be awarded the position. MNA will receive a copy of all RN postings. SBMC will consider seniority as one of the factors it uses when filling employment positions. If a more senior nurse is not given the position, the Minnesota Nurses Association and the nurse will be given a written explanation at the nurse’s request. SBMC may bypass the above requirements to accommodate the placement of an ill, injured, or disabled nurse.

SBMC shall notify the Minnesota Nurses Association, in writing, of all newly created non-contract Registered Nurse positions.

PROPOSAL 3 – Modify Article 11 as follows:

11. DISCIPLINE AND TERMINATION OF EMPLOYMENT

No nurse will be disciplined except for just cause. Except in cases where immediate termination is appropriate, the hospital will utilize a system of progressive discipline. Nurses participating in an investigatory meeting that the nurse reasonably believes could lead to disciplinary action shall be advised in advance of such meeting of its purpose.

The nurse will be required to give SBMC thirty (30) calendar days written notice for termination of employment and SBMC will give the nurse a thirty (30) calendar day written notice for termination of employment. A nurse will not be disciplined or discharged except for just cause. Discharge for just cause will not require thirty (30) calendar days notice.

PROPOSAL 4 – Delete Letter of Understanding Casual Nurse 2

LETTER OF UNDERSTANDING CASUAL NURSE 2

The parties agree that the Employer will be able to create postings for a Casual Nurse 2 position. A Casual Nurse 2 is defined as a nurse who may be scheduled at the Employer’s discretion up to two full shifts per pay period, one of which may be a weekend shift, and two holiday shifts per year. Casual Nurse 2 shall earn an additional $1.00 per hour.
premium for all hours worked. Casual postings will specify if the job is a Casual 1 or Casual 2 job posting.

This letter of understanding will be in effect during the current contract effective March 1, 2017, through February 28, 2020. Unless the parties agree to renew this contract, the Employer will not be entitled to offer any Casual Nurse 2 positions. Nurses already in Casual Nurse 2 positions will remain subject to the above provisions until accepting another posting.

PROPOSAL 5 – Modify Article 9 as follows:

9. FLOATING

A. The employer and the Union recognize continuity of care as a valuable contributor to patient safety and positive outcomes.

The employer will establish and utilize a critical care float pool and a med surg float pool for the purpose of providing continuity of skill care for SBMC patients. Make reasonable attempts to provide adequate nursing care coverage. Reassigning shall be done only after nursing management has carefully evaluated the situation on the involved units. Professional judgment and input from the charge nurse will be considered when determining staffing requirements to meet patient needs.

When a nurse is floated to a unit or area where the nurse receives an assignment which in the Registered Nurse’s professional judgment cannot be safely performed independently, the nurse has the right and obligation to request and receive a modified assignment which reflects the Registered Nurse’s level of competence. Modified work assignments may include being partnered with an experienced nurse in that unit.

Nurses not fully oriented to a unit shall have the right to refuse a charge assignment without reprisal. In order to be considered fully oriented to a unit, a manager or designee, and the preceptor must verify that the nurse has completed the unit-specific competencies as developed in Section D. The duration of the orientation shall not be less than the duration determined in Section D.

No nurse shall be disciplined or discriminated against for providing documentation of unsafe patient care to the Employer and the Union.
PROPOSAL 6 – Modify Article 8 as follows:

8. SALARY

K. Nursing Certification Bonus: Effective January 1, 2000, there shall be established an annual nursing certification bonus of two/three hundred dollars ($200.00)–($300.00) for nurses with each nationally recognized ANA nursing certification or a nursing certification from another similar nationally recognized nursing organization. This annual payment shall replace SBMC’s contribution for national certification testing costs.

PROPOSAL 7 – Modify Article 13 as follows:

13. EDUCATIONAL REIMBURSEMENT

B. If reimbursement is approved, SBMC shall pay seventy-five percent (75%) of tuition, required fees, and required books, but not in excess of one thousand five hundred dollars ($1,000.00)–($1,500.00).

PROPOSAL 8 – Add a new article related to Workplace Violence Prevention that achieves the following:

- Paid time as a result of any workplace violence incident
- Lockdown language and a strong message from the hospital the violence will not be tolerated too its employees
- Nurses not being required to take a patient assignment that previously resulted in violence.

PROPOSAL 9 – Modify Article 14 to include time off for military leave for those nurses enlisted in service for yearly duty with pay, as follows:

14. LEAVE OF ABSENCE

H. Military Leave: Nurses will be granted a leave of absence without pay for temporary military duty up to a maximum of two (2) weeks per calendar year.
PROPOSAL 10 – Modify Article 5 as follows:

5. CONFIRMATION OF EMPLOYMENT

SBMC shall provide each nurse with a written confirmation of the nurse’s employment understanding. It shall include salary increment level, prior work experience credit, number of hours per shift, number of hours per payroll period, and shift rotation (if any). The number of hours per payroll period shall be mutually agreed upon by SBMC and the nurse, subject to Article 3 (Hours) and Article 18 (Low Census). Confirmation of employment information will be given to the nurse prior to the MNA orientation.

An MNA representative will be allowed 30 minutes for introduction and processing during the initial new/transitioning employee orientation plan.

PROPOSAL 11 – add any and all pertinent LOU’s into the contract:

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<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>10/21/2014</td>
<td>On-call</td>
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<tr>
<td>4/9/2015</td>
<td>Clinic seniority</td>
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<tr>
<td>3/9/2018</td>
<td>OB/Peds bonus</td>
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<tr>
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<td>Health Insurance</td>
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<tr>
<td>11/21/2019</td>
<td>PTO cash-out</td>
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The union reserves the right to add to, amend or modify these proposals.