Letter of Understanding

Between

CHI St. Alexius Health

Bismarck, ND

(The Hospital)

And

THE MINNESOTA NURSES ASSOCIATION

(The Association)

INTERIM AGREEMENT REGARDING DISCIPLINE AND GRIEVANCES

The Minnesota Nurses Association (the Association) and CHI St. Alexius Health (the Hospital) are currently engaged in negotiations for a full contract, however, the parties are entering into the following interim agreement which shall be in place until negotiations result in a tentative agreement that has been ratified by the members of the Bargaining Unit:

1. During the term of this Letter of Understanding, the parties shall adhere to the following language regarding Discipline:

DISCIPLINE

A. Discipline: The Hospital shall not discipline a nurse without just cause. A written notice of any discharge or suspension or of any written 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 will not constitute just cause for discharge or other discipline. Verbal warnings are not subject to arbitration unless they are Grieved and form the basis of further progressive discipline that is subject to arbitration.

B. Progressive Discipline: The Hospital shall utilize a system of progressive discipline, unless circumstances warrant severe actions.

C. 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.

D. Records of Discipline: Disciplinary actions will be removed from the employee’s personnel file at the employee’s request after thirty-six (36) months if there are no other disciplines of the same or similar nature.
1. During the term of this Letter of Understanding, the parties shall adhere to the following language regarding Grievances:

**GRIEVANCE & ARBITRATION PROCEDURE**

The Hospital and the Association recognize that the goal of this Grievance and Arbitration procedure is to attempt to resolve grievances at the lowest level possible with the least amount of time and resources.

A. **Informal Resolution**

If an employee or the Association has a dispute, the parties are expected to attempt to resolve the dispute at the lowest level possible. The employee or the Association Representative/Steward should first confer with the supervisor or with such other person as the Hospital may designate and attempt to settle the matter. If the employee prefers, the employee may first consult with an Association representative.

B. **Definitions**

1. **“Grievance”** – means a dispute raised by an employee or the Association concerning the interpretation or application of any provision in this Agreement. (To the extent these contract provisions specifically incorporate the Employer’s existing policies or practices, a change in established past processes with respect to those provisions may also form the basis of a grievance.) Such grievances must be submitted in writing and should include the following:

   a. The date of the event or events on which the grievance is based;
   b. The basis or section or sections of the Agreement upon which the grievance is based;
   c. A brief statement of the facts in support of the grievance;
   d. The name or names of the employees affected by the grievance; except when the grievance affects an identifiable group of employees. In this case the group should be specifically described.
   e. The remedy sought by the grievance.

The parties retain all rights to present any additional facts, arguments, relevant contractual provisions, names of affected employees, and/or additional proposed remedies as a result of discussion, further investigation, and/or information received.

2. **“Days”** – means calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday, contract holiday, or Human Resources is closed for more than four hours on a weekday, the period shall be extended to the next day which is not a Saturday, Sunday, contract holiday, or Human Resources closure.
C. Grievance Procedure

If the dispute is not resolved informally, the following process shall be initiated.

An employee, in the case of an individual grievance, or the Association must initiate the grievance procedure by completing and delivering a written grievance to the Human Resources Department within thirty (30) days of the date upon which either the grievant (in an individual grievance) or Association first became aware, or reasonably should have first become aware, of the events or circumstances which give rise to the grievance. Delivery may include electronic delivery to a recipient(s) or location(s) designated by the Hospital.

A Grievance meeting shall be held to resolve the grievance within ten (10) days following receipt of the written grievance.

The Hospital’s designated representative will meet with the Association Representative/Steward and any affected employee on any grievance or issue concerning this Agreement.

The date of the meeting shall be scheduled by mutual agreement between the parties, who shall work promptly to identify a mutually agreeable date and time as soon as the Grievance is filed. The Human Resources representative or the Supervisor will respond in writing within ten (10) days after the meeting.

In the event that the Human Resources representative or the Supervisor does not respond in writing to the grievance within ten (10) days after the Grievance Meeting is held, then the grievance may be advanced to arbitration pursuant to paragraph (E)(1), below.

The parties may mutually agree to continue a grievance meeting or schedule additional Grievance Meetings.

D. Association Participation

An Association Representative/Steward, designated by the Association, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

E. Mediation and Arbitration

1. Demand for Arbitration

If the grievance is not resolved in a Grievance meeting, the Association may proceed by submitting a written request for arbitration signed by the designated Association Representative to the Division Labor and Employee Relations Representative or designee. The demand for arbitration must be received no later than fourteen (14) days following the Hospital's written response to the Grievance Meeting or if no written
response is provided, such notice must be given within thirty (30) days following the filing of the grievance. If such request is not received in the timelines set forth above, the grievance will be deemed to be withdrawn.

2. Voluntary Mediation
Upon receipt of a request for arbitration executed by the designated Association Representative, the parties may submit the dispute to a mutually agreed upon mediator from the FMCS (or a private mediator if mutually agreed by the parties). The role of the mediator will be to provide a neutral opinion as to the likelihood of success of the parties in arbitration and/or facilitate settlement discussions.

When using voluntary mediation, it is the expectation and goal that multiple cases will be presented before the mediator on the same day to avoid holding one case being heard in each session.

The parties agree to give due consideration to the input of the mediator. In the event the mediation does not result in the matter being resolved or withdrawn, the matter will be set for arbitration. The fees and expenses of the mediator, if any, and the costs of the meeting room, shall be shared equally by the parties.

3. Selection of Arbitrator
If the Association and the Hospital have not resolved the dispute through mediation, they should proceed to schedule an arbitration date. If the parties cannot mutually agree to the appointment of an arbitrator, they will request a panel from FMCS. The parties will flip a coin to determine who strikes first in selecting an arbitrator from the panel.

4. Arbitration Hearing and Decision

a. Exchange of Documents
The parties agree that prior to any arbitration hearing, the parties may exchange documents that may be used at the hearing. If additional documents are discovered prior to the hearing, they will be promptly provided to the other party.

b. Written Decision
The arbitrator shall render a decision in writing after the conclusion of the hearing. By mutual agreement, the parties may request a bench decision from the arbitrator.

5. Arbitration Fees and Costs
The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including
witnesses, and including the cost of any transcript for the party's own use. If a party requests a court reporter and the opposing party does not request a court reporter, the requesting party shall be responsible for all costs and fees associated with the court reporter.

6. Arbitrator's Authority
The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

F. Time Limits
The time limitations provided herein may be extended upon mutual written agreement of the parties.

CHI St. Alexius Health
By: [Signature]
Date: 8-29-19

Minnesota Nurses Association
By: [Signature]
Date: 8-29-19
ARTICLE 2. EMPLOYEE CATEGORIES AND DEFINITIONS

A. Categories

The below categories are covered by the collective bargaining agreement and included in the bargaining unit:

1. Regular Full Time—Employees hired to work a minimum of 64 hours biweekly (every two weeks) are considered regular full-time employees and are benefits eligible.

2. Benefit Eligible Part Time: Employees hired to work a minimum of 40 hours biweekly but less than 64 hours biweekly (every two weeks) are considered regular part time employees and are benefits eligible.

3. Non-Benefit Eligible part Time: Employees hired to work less than 40 hours biweekly (every two weeks) are considered non-benefit eligible part time employees. Part time non-benefit eligible employees are not eligible for paid benefits such as holiday, vacation and medical and dental insurance, etc.

4. PRN/Help Out: Employees hired to work on an as needed basis and are not regularly scheduled are considered PRN/help out employees. PRN/help out employees are not eligible for any paid benefits such as holiday, vacation and medical and dental insurance, etc. To be eligible to work on a PRN/help out status employees must work a minimum of 16 hours per 6 week schedule or 139 hours annually to maintain proficiency. These are minimum requirements and in departments that currently have more stringent work requirements, those requirements will remain in place. Minimum hours may be waived by the department director with approval from the administrative representative if warranted.

B. Definitions

1. 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 nurse position.

2. Nurse Educator: A Registered Nurse who performs a dedicated educational role under the direction of the department director, and who is responsible for developing, coordinating, and evaluating nurse education and training programs, including orientations, preceptorships, and internships for nursing and other clinical staff.

3. Traveler and Agency Nurses: Agency and travel nurses are non-employed nurses. Agency Nurses are scheduled on a shift by shift basis to cover short-term needs. Traveler Nurses are contracted for a specific period of time.

4. International Agency Nurses: See Article 52.
ARTICLE 4. WORK UNDERSTANDINGS

Upon offer of employment, the Employer will provide written details of the following:

- FTE Status
- Shift Type
- Shift Length
- Wage Rate
- On-Call Expectations
- Weekend/Holiday Frequency
- Job Classification
- Department

The offer will be signed (in written or electronic form) by the employee before employment begins. Any changes to the categories above during employment will be presented to, and signed by, the employee.
ARTICLE 6 SCHEDULES

Work schedules and days off shall be posted a minimum of seventeen (17) days in advance and cover a forty-two (42) day period. The posted work schedule will not be changed without the employee’s consent, except in case of emergency or extraordinary circumstances. In case of emergency or extraordinary circumstances, scheduling changes will be made by reverse bargaining unit seniority.

All requests for time off will be submitted thirty-five (35) days in advance of the first scheduled work day in that schedule. For units/nurses that currently self-schedule, all requests for time off will be submitted twenty-eight (28) days in advance of the first scheduled work day in that schedule.

[Signature]  
CommonSpirit Health  
10-8-19
ARTICLE 8 EDUCATION

A. Education: It is the intent of the Association and Employer to encourage Nurses to pursue their education and professional development. To further this goal:

1. Any time spent in education required by the Employer subsequent to employment shall be treated as hours worked, and the reasonable expenses thereof will be paid by the Employer.

2. Nurses shall be compensated for all approved hours spent in in-service or other meetings required by the Employer.

3. The only exception to the above is that any training necessary to meet state mandated licensing requirements need not be paid as work time.

4. The Employer agrees not to seek recoupment of any previously paid education time to a nurse who ends employment prior to the end of the fiscal year (the sole exception is Tuition Reimbursement, as per paragraph E.4, below).

B. Professional Certification: Nurses are encouraged to seek non-required certification in their area of practice. Nurses shall be reimbursed the cost of testing upon certification achievement. A nurse shall be reimbursed for more than one certification as long as it reasonably relates to her/his role.

C. Pre-Course Preparation: When a mandatory educational course requires a predetermined amount of pre-course preparation that is completed outside the Nurse’s scheduled work time, the Employer will pay for that time at the Nurse’s regular rate of pay. Pre-course preparation time that has already been calculated by the training provider or vendor shall be utilized for the purpose of determining the pay described in this paragraph. In the event pre-course preparation time has not already been calculated, Nurses will work with their manager/ supervisor to mutually agree upon scheduled time to complete the pre-course preparation at the hospital.

D. Continuing Education Credits (CEUs)/Contact Hours (CHs): Nurses will have free access to online sources for obtaining both required and voluntary education to maintain CEUs/CHs for licensure.

E. Tuition Reimbursement: Benefit-eligible full-time and part-time Nurses who are in good standing with the Employer can receive tuition reimbursement through the Employer’s tuition reimbursement program as follows:

1. Full-time nurses are eligible for reimbursement up to three thousand ($3,000.00) dollars per calendar year; part-time nurses are eligible for up to fifteen hundred ($1,500) dollars per calendar year. The maximum annual benefit is based on the timing of the end of the class (e.g., a class which begins in November and ends in February will be recorded in February).
2. Reimbursement through the Employer's tuition reimbursement program is available for courses which are in pursuit of a degree. To be approved, the course must meet the following criteria:

   a. A completed application must be submitted per the tuition reimbursement guidelines.

   b. The course must provide knowledge or skill that will assist the Nurse in performing his or her current job or in future employment within the organization.

   c. The course should make the Nurse eligible for consideration for promotion or transfer to another position within the organization.

   d. The course must qualify for a degree program and must be taken at an accredited college or university. Courses required for certification are not eligible for tuition reimbursement.

3. Upon satisfactory completion of the course (a grade of “C” or above), Nurses will be reimbursed up to the maximum annual benefit of their actual out of pocket tuition fees.

   a. Verification of the grade(s) by unofficial transcript must be presented to the Human Resources Department within six weeks of the completed course or upon arrangement with the department manager and Human Resources Department for extenuating circumstances. Failure to provide verification as required will result in denial of reimbursement.

4. Nurses will be required to pay back any tuition reimbursement received if their employment status terminates (with or without cause) or falls below benefit eligible status within one year of completion of the course of study. Moreover, if work hours are permanently reduced from full time to benefit eligible part time, the nurse will pay back the difference in the corresponding reimbursement amount ($1,500). However, if employment status is terminated or hours reduced as a result of a reduction in force, the nurse will have no repayment obligation.

5. Additional expenses including, but not limited to, student fees, books, lab fees, and other materials are not reimbursable through the program. No reimbursement is available for courses previously reimbursed.
ARTICLE 9. DRESS CODE

The dress code policy will be maintained as existed on April 1, 2019. Should the Employer seek to make material changes to its policy, it will notify the Association’s labor representative in writing of the intended changes. Upon request (provided the request is made no later than thirty (30) calendar days after notice is given), the Employer will meet with the Association and bargain over said changes. For units that require surgical-type scrubs, these will continue to be provided at no cost to the nurse.

[Signature]
CommonSpirit Health

[Signature]
8.28.19
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. Employment at another healthcare facility in and of itself is not a conflict of interest.

[Handwritten notes: TA SF CommonSpirit Health]

[Signature and date: C.L. 8-28-19]
ARTICLE 11. INFLUENZA IMMUNIZATION

A. Annual Influenza Immunization

1. All employees are required to be immunized against seasonal influenza each year unless an exemption has been granted as described below. Employees include those with and without direct patient care. Compliance with this requirement is a condition of continued employment.

2. Employees on a PRN status must provide proof of current vaccination to Employee Health by the date of the last influenza clinic.

3. Employees on a leave of absence must provide proof of current vaccination to Employee Health prior to resuming work, during the influenza season.

4. The employee may choose to receive their immunization at the Hospital at no cost to the nurse, or to receive immunization at another venue at their own cost. An employee who chooses to be immunized outside of the Hospital will provide evidence of the immunization to the Employer on, or before, the last influenza clinic. The Employer will ensure there are multiple opportunities for nurses to receive immunizations.

5. Employees with severe (life-threatening) allergy to eggs or any component of the vaccine will be provided an egg-free vaccine.

B. Employees requesting exemption due to medical contraindications or religious beliefs must submit the Employer’s Exemption Request form (located on the Hospital intranet or applicable policy) prior to September 1, or upon date of hire and annually thereafter.

1. Medical exemptions are based on recommendations from the Centers for Disease Control & Prevention (CDC). The employee must provide proof of medication contraindications, such as a letter from their personal physician. Persons with the following contraindications may be exempt from influenza immunization:

   a) Persons with a history of Guillain-Barre within six weeks of influenza vaccination
   b) Persons who have a history of anaphylactic reaction after influenza vaccination
   c) Persons with a severe medical condition as determined by their personal physician

2. Exemptions may be made for individuals belonging to a religious organization that has a sincerely held and specifically enumerated belief that immunization should not be given.

3. Exemption requests will be reviewed by the Employer’s Review Committee.
ARTICLE 13. ORIENTATION PERIOD

A. The Employer will establish an orientation program which shall be specified in writing for each nursing care unit.

B. Each unit’s education plan will address the following nursing subgroups:

1. New Nurses - 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 will receive a minimum of thirty (30) shifts.

2. Experienced Nurses/Internal Transfer - Nurses with more than one year of applicable hospital experience who are hired:
   a. Within a similar specialty area will receive a minimum of ten (10) shifts.
   b. Within a new specialty area will receive a minimum of sixteen (16) shifts.

3. Team Leaders/Charge Nurses: Nurses on a specific unit who are currently practicing as registered nurses at the bedside, have a preferred minimum of one (1) year nursing experience working in that unit, and have displayed competency on that unit will receive a minimum of four (4) shifts.

C. Length of orientation will be based on the nurse’s experience and specific competencies.

D. If the initial orientation plan is not met, the time period will be adjusted.

E. Determination of a preceptor/orienteer’s patient care assignment shall be based on the orientee’s demonstration of specified competencies. Day-to-day adjustment of assignments may occur in collaboration with the manager or designee.

F. Orientation shall be conducted by the same preceptor(s) whenever feasible.

G. If an extension/reduction of the orientation period is warranted, it will be handled on an individual basis between the Nurse, Preceptor, the unit manager/supervisor, and the nurse educator (if applicable).

H. 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 role.
ARTICLE 14. PRECEPTORSHIP

A. Acceptance of a preceptor role shall be voluntary, however, if there are no qualified competent volunteers, the Employer may assign a qualified employee to precept on a rotating basis within the unit. RN assignments shall be made among available nurses on a specific unit who are currently practicing as registered nurses at the bedside, have a minimum of one (1) year nursing experience, and have displayed competency on that unit. Nurses with at least one year of nursing experience on the unit, and have completed the preceptor module, are preferred when soliciting or assigning preceptors.

B. The compensation for this role shall be $2.50 per hour for all preceptor hours worked. Preceptors shall be eligible for this compensation when providing orientation to an RN/LPN orientee, student preceptorship, or intern that is assigned specifically to the preceptor but not including student nurse clinical rotations.

C. A preceptor module will be assigned within an employee’s first year of hire and then again at least every two (2) years. Time spent taking the preceptor module will be offered and paid by the Employer at the employee’s regular rate of pay (or overtime, as applicable). In the event the module cannot be completed during the employee’s regularly scheduled hours, the employee will notify her/his manager of her/his intent to complete the module outside of their regularly scheduled hours. Such requests shall not be unreasonably denied.
ARTICLE 22. SENIORITY

A. Seniority will be defined as length of continuous service as a registered nurse with the Employer (regardless of FTE/PRN status) calculated from the original date of hire, except as otherwise set forth in this Article.

B. RNs who have previously served as LPNs with the Employer, in an acute care setting within this hospital, will receive one (1) year of seniority credit for every two (2) years of benefitted LPN service.

C. Nurses who take a:

1. Non-supervisory position with the Employer outside the bargaining unit or leave their employment with the Employer will, if returned to a bargaining unit position within twelve (12) months, have their prior seniority restored.

2. Supervisory position with the Employer outside the bargaining unit will, if returned to a bargaining unit position within nine (9) months, have their prior seniority restored.

Such nurses will not accrue seniority for the period of time they worked outside the bargaining unit.

D. Seniority will be broken if a Nurse leaves the bargaining unit and is not returned to a bargaining unit position as stated in letter C above.

E. Nurses hired into the bargaining unit after entry into this Agreement will be added to the seniority list within thirty days of such employment.

F. The seniority list will be posted on the Employer’s intranet and will be updated (and a copy provided to the Association) every six months.

\[\text{Comma, Spital Health} \quad 12.11.19\]

\[\text{MNA} \quad 12.11.19\]
ARTICLE 23. CHANGE IN STATUS

When a Bargaining Unit nurse is returned to a Bargaining unit position in the Hospital (e.g. a return to work following a leave of absence, disciplinary action, recall from layoff status, or transfer from management position), the nurse's earned benefits, hire date, and seniority will be reinstated. Benefits will be earned at any new status rate beginning on the date of position change.
ARTICLE 26: LEAVES OF ABSENCE

A. Nurses are eligible for the following types of leaves:
   1. Medical Leave of Absence (non-FMLA)
   2. Personal Leave of Absence
   3. Military Leave of Absence
   4. Educational Leave of Absence
   5. Family and Medical Leave of Absence covered under the Family Medical Leave Act (FMLA) – Regulation 29 CFR Part 825

B. Medical Leave of Absence: Medical leave is offered to nurses, who are experiencing a personal illness, but are otherwise ineligible for FMLA. Nurses shall be approved to take up to six months within a rolling 12-month period, provided all leave administration requirements have been satisfied, including documentation of medical necessity.

C. Personal Leave of Absence: Personal leave shall be available to nurses seeking time off to fulfill personal obligations that do not otherwise qualify for another type of leave, including, but not limited to: family responsibilities or extended time off. Personal leave may be granted in 30-day increments, for a maximum period of up to 6 months and will be approved based on the demands of the department.

D. Military Leave of Absence: The Employer shall grant leaves of absence for military service by the nurse in compliance with the provisions of applicable Federal law, including the Uniform Services Employment and Reemployment Rights Act (USERRA) and applicable state laws pertaining to military leave.

E. Educational Leave of Absence: Up to twelve (12) consecutive months of educational leave may be granted to a nurse, who has been employed by the Employer for a period of two (2) years or more.
   1. Any extension of the leave shall be at the discretion of the Employer. To qualify for such leave, the nurse must be a full-time or part-time student at a college or university working toward a healthcare-related degree or enrolled in an advanced practice nursing program.
   2. A nurse who has been granted an Educational Leave may be allowed to work on a PRN basis during the leave of absence and retain her/his status as a member of the bargaining unit.

F. Family Medical Leave Act (FMLA): Eligible nurses will be entitled to family medical leave under State and Federal law. A nurse who qualifies under the FMLA eligibility requirements may take FMLA leave if the leave is taken for an FMLA-qualifying reason and the nurse has not exhausted his or her leave entitlement in the applicable 12-month period. Once FMLA is exhausted, the nurse may be allowed to transition to another form of leave for which the nurse is eligible.

G. Paid Time Off While on a Leave of Absence:
3. Leaves of absence will run concurrently with any available paid-time off or other paid leave programs, such as short-term disability, for FMLA, Medical, Personal and Educational Leaves. Unpaid leave will not be approved until all available accrued paid time off or other paid leave to which the nurse is entitled is exhausted.

4. Time off benefits will not accrue during any time such leave is unpaid.

H. Nurses must provide 30 days advance notice before leave is to begin if the need for the leave is foreseeable. If 30 days notice is not practical, a nurse must provide notice as soon as possible.

I. Leaves of absence will be processed and approved by the Employer’s leave administrator. It is the nurse’s responsibility to provide updates and plans for returning to work, as well as completion of documentation.

J. Return to Work:

1. The nurse’s job may not be protected during a Medical Leave (non-FMLA), Personal Leave or Educational Leave unless required by law.

2. If returning from a leave with no job guarantee, a nurse may seek and apply for an open position. The Nurse will be given first opportunity to return to an open position for which they are qualified.

3. A nurse returning from a Medical Leave may need to provide the Employer with a release to return to work from their provider in order to be restored to employment.

4. If a nurse fails to report to work after the approved leave expires, the nurse will be considered to have voluntarily resigned and the organization will process the termination.

K. Nurses are entitled to all forms of leaves of absence during their orientation period (with the exception of FMLA, if the nurse does not meet the eligibility requirements).
ARTICLE 30 SAFETY, HEALTH, AND WORKPLACE VIOLENCE

The Association and the Employer recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. It is the Employer’s desire that all work be performed in a safe and efficient manner, that state and federal safety laws be complied with, and that a safe atmosphere be provided for all employees, patients, and visitors. To accomplish this goal, the Employer shall continue to make reasonable provisions for the safety and health of its employees. The Association and all employees shall cooperate with the Employer in the formulation, application, and enforcement of such safety rules and shall call attention to unsafe conditions regardless of who creates those conditions.

1. Preventative Measures

   A. The Employer shall maintain a process whereby any staff member can quickly activate an emergency response to provide a show of force to prevent patient and staff injury in emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. Staff responding to these calls will be the “Code Yellow Response Team” and will respond 24/7. The team will be comprised of the following: Inpatient Psychiatry Team Leader (24/7), Security (24/7), facilities (24/7), Management Rep (nights), Clinical Supervisor/Director of affected department (days). Additional nurses who have received non-violent crisis prevention intervention training, and who are willing and able to respond if patient care allows, are encouraged to report.

   B. The Hospital Employer will provide a readily accessible and appropriate response kit that shall include medication and supplies to all Code Yellow calls.

   C. The Association will ensure that at least two (2) staff members bargaining unit Association members will be appointed to sit on the Hospital Workplace Violence Prevention Committee to ensure active participation in the overall implementation and maintenance of the Hospitals Workplace Violence Prevention and Response Plan.

   D. Code Yellow and Non-Violent Crisis Intervention training will be required of all employees. The training will ensure every employee understands their responsibilities and expectations in managing workplace safety.

   E. The Employer Hospital shall provide a summary of workplace violence events involving nurses at each regularly scheduled Labor Management Committee meetings. Workplace violence is defined as acts or threats of verbal aggression, sexual harassment or assault, physical violence, intimidation, bullying, harassment, coercion, or intentionally attempting to pass on a communicable disease.

   F. The electronic medical record shall have a feature that alerts staff accessing a record that the patient or the patient’s family has a history of violence toward staff and/or visitors. Staff caring for such patients are expected to read and understand such alerts and to be watchful of the potential for violence. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.
G. Highly visible signage will be posted at all public entrances and high-risk patient areas including nurses stations, waiting rooms, family lounges, patient rooms, elevators, and the cafeteria, which shall indicate that violence of any kind is not permitted on Hospital premises.

H. Employees are allowed, encouraged and permitted to contact law enforcement regarding workplace violence incidents.

I. An OB Social Screen will be performed on all OB patients. Should paternity, legal, domestic violence etc. concerns be identified, Social Work will be consulted, and Security will be notified of the potential for high risk security situation and have an increased security presence as the situation warrants.

J. Violent/Self-Destructive Restraints: For patients in restraints for violent/self-destructive management, a 1:1 sitter will be utilized for the duration of the restraints event. The hours a patient is in violent/self-destructive restraints and/or seclusion will be documented as 1:1 patient care by the Employer. When a nurse is performing 1:1 of a patient in restraints or seclusion, the nurse will not be required to leave the bedside of the patient to perform other duties.

2. Imminent Threat/Act of Violence Event:

A. When a violent event occurs on a unit, an immediate documented debriefing will take place that includes all available staff and bargaining unit member.

B. When assessing unscheduled absences, the proximity to staff being involved in an event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Employer.

C. A Registered Nurse who has experienced workplace violence and is unable to continue working will be given the opportunity to be free from duty and paid for the remainder of the shift. Additional requests for time off will be mutually discussed with the nurse and the supervisor/manager and paid time off benefits will be used for missed work hours up to the employee’s FTE status.

D. A facilitated debriefing consisting of providers, management, nursing staff, therapy staff, clergy, and any staff members directly or indirectly involved in the incident will take place within seventy-two (72) hours absent extenuating circumstances. This debriefing should be a safe space for staff to discuss and decompress from traumatic events.

E. A nurse who has experienced a violent event 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 during the remainder of the hospital stay, or 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 YMCA Youth Develop. Ctr. North Partnership
- Employee Emergency Fund
- Service Awards
- Discount for Hospital Services
- Unit/Department-Specific Longevity Programs

TA
SF
Compass Health

C.LW
8-28-19
ARTICLE 32 DISCIPLINE

A. **Discipline:** The Employer shall not discharge, suspend or issue a written disciplinary warning to discipline a nurse without just cause. A written notice of any discharge or suspension or of any written warning shall be given to the nurse and a copy thereof shall be sent to the union. A nurse’s participation in the Minnesota Nurses Association bargaining unit activities will not constitute just cause for discharge or other discipline. Verbal warnings may be grieved under Grievance Procedure Article, and processed through Article 33 (“Grievance & Arbitration Procedure”), subsection C. “Grievance Procedure.” Verbal warnings are not subject to arbitration unless they are grieved and form the basis of further progressive discipline that is subject to arbitration.

B. **Progressive Discipline:** The Hospital shall utilize a system of progressive discipline, unless circumstances warrant severe actions.

C. **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.

D. **Records of Discipline:** When the Employer issues corrective action, it will not consider corrective action that was given to the employee more than three (3) years prior to the incident for which corrective action is given. Disciplinary actions will be removed from the employee’s personnel file at the employee’s request after thirty-six (36) months if there are no other disciplines of the same or similar nature.

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ARTICLE 33. GRIEVANCE & ARBITRATION PROCEDURE

The Hospital and the Union recognize that the goal of this Grievance and Arbitration procedure is to attempt to resolve grievances at the lowest level possible with the least amount of time and resources.

A. Informal Resolution
   If an employee or the Union has a dispute, the parties are expected to attempt to resolve the dispute at the lowest level possible. The employee or the Union Representative/Steward should first confer with the supervisor or with such other person as the Hospital may designate and attempt to settle the matter. If the employee prefers, the employee may first consult with a Union representative.

B. Definitions
   1. "Grievance" – means a dispute raised by an employee or the Union concerning the interpretation or application of any provision in this Agreement. (To the extent these contract provisions specifically incorporate the Employer's existing policies or practices, a change in established past processes with respect to those provisions may also form the basis of a grievance.) Such grievances must be submitted in writing and should include the following:
      a. The date of the event or events on which the grievance is based;
      b. The basis or section or sections of the Agreement upon which the grievance is based;
      c. A brief statement of the facts in support of the grievance;
      d. The name or names of the employees affected by the grievance; except when the grievance affects an identifiable group of employees. In this case the group should be specifically described.
      e. The remedy sought by the grievance.

   The parties retain all rights to present any additional facts, arguments, relevant contractual provisions, names of affected employees, and/or additional proposed remedies as a result of discussion, further investigation, and/or information received.

   2. "Days" – means calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday, contract holiday, or Human Resources is closed for more than four hours on a weekday, the period shall be extended to the next day which is not a Saturday, Sunday, contract holiday, or Human Resources closure.

C. Grievance Procedure
If the dispute is not resolved informally, the following process shall be initiated.

An employee, in the case of an individual grievance, or the Union must initiate the grievance procedure by completing and delivering a written grievance to the Human Resources Department within thirty (30) days of the date upon which either the grievant (in an individual grievance) or Union first became aware, or reasonably should have first become aware, of the events or circumstances which give rise to the grievance. Delivery may include electronic delivery to a recipient(s) or location(s) designated by the Hospital.

A Grievance meeting shall be held to resolve the grievance within ten (10) days following receipt of the written grievance.

The Hospital’s designated representative will meet with the Union Representative/Steward and any affected employee on any grievance or issue concerning this Agreement.

The date of the meeting shall be scheduled by mutual agreement between the parties, who shall work promptly to identify a mutually agreeable date and time as soon as the Grievance is filed. The Human Resources representative or the Supervisor will respond in writing within ten (10) days after the meeting.

In the event that the Human Resources representative or the Supervisor does not respond in writing to the grievance within ten (10) days after the Grievance Meeting is held, then the grievance may be advanced to arbitration pursuant to paragraph (E)(1), below.

The parties may mutually agree to continue a grievance meeting or schedule additional Grievance Meetings.

D. Union Participation

A Union Representative/Steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

E. Mediation and Arbitration

1. Demand for Arbitration

   If the grievance is not resolved in the a Grievance meeting, the Union may proceed by submitting a written request for arbitration signed by the designated Union Representative to the Local or Division Labor and Employee Relations Representative or designee. The demand for arbitration must be received no later than fourteen (14) days following the Hospital's written response to the Grievance Meeting or if no written response is provided, such notice must be given within thirty days following the filing of the grievance. If such request is not received in the timelines set forth above, the grievance will be deemed to be withdrawn.

2. Mandatory Voluntary Mediation
Upon receipt of a request for arbitration executed by the designated Union Representative, the parties shall may submit the dispute to a mutually agreed upon mediator from the FMCS (or a private mediator if mutually agreed by the parties). The role of the mediator will be to provide a neutral opinion as to the likelihood of success of the parties in arbitration and/or facilitate settlement discussions.

At the mediation, each party may designate a representative for purposes of presenting a brief summary of the facts and any supporting documentation. Unless mutually agreed otherwise, such presentations should not exceed thirty minutes by either party. Such presentations may be made in person or via the internet or through teleconferencing. When using voluntary mediation, it is the expectation and goal that multiple cases will be presented before the mediator on the same day to avoid holding one case being heard in each session. Each party will be responsible for providing any documentary evidence to the mediator and the opposing party representative prior to the start of their case.

The parties agree to give due consideration to the input of the mediator. In the event the mediation does not result in the matter being resolved or withdrawn, the matter will be set for arbitration. The fees and expenses of the mediator, if any, and the costs of the meeting room, shall be shared equally by the parties.

3. Selection of Arbitrator
If the Union and the Hospital have not resolved the dispute through mediation they should proceed to schedule an arbitration date. If the parties cannot mutually agree to the appointment of an arbitrator, they will request a panel from FMCS. The parties will flip a coin to determine who strikes first in selecting an arbitrator from the panel.

4. Arbitration Hearing and Decision
   a. Exchange of Documents
      The parties agree that at least ten (10) days prior to any arbitration hearing, the parties will may exchange documents that may be used at the hearing. If additional documents are discovered prior to the hearing, they will be promptly provided to the other party.

   b. Filing of Briefs
      The parties may file briefs with the Arbitrator but such briefs must be filed within thirty (30) days of the arbitration hearing, unless mutually agreed otherwise.

   c. Written Decision
      The arbitrator shall render a decision in writing within thirty (30) days after the conclusion of the hearing. By mutual agreement, the parties may request a bench decision from the arbitrator.

5. Arbitration Fees and Costs
The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. If a party requests a court reporter and the opposing party does not request a court reporter, the requesting party shall be responsible for all costs and fees associated with the court reporter.

6. Arbitrator’s Authority
The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Any remedy issued by the arbitrator, monetary or otherwise, may not go back more than thirty days from the date the grievance was filed. Further, the arbitrator’s decision will be final and binding upon all parties concerned.

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.

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ARTICLE 35. INCLEMENT WEATHER

The Employer and Nurses will follow and otherwise be subject to the following two (2) policies:

1. SAFE 2411-Inclement Weather
2. SAFE 2412-Snow Emergency Plan

In the event of inclement weather, the Employer and affected employees will follow policy SAFE 2411. If policy 2411 has been implemented, but the city of Bismarck, North Dakota has determined that weather negates safe passage within city limits, the Employer will implement policy SAFE 2412, and will evaluate any and all available means of travel for affected nurses.

The Employer shall provide appropriate sleeping accommodations for nurses remaining at the hospital.

After exhausting the above policies, if a nurse is unable to work for a scheduled shift due to severe weather conditions, the nurse must do the following in sequential order:

1. Trade shifts
2. Use accumulated PTO
3. Take unpaid leave

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ARTICLE 36. AVAILABILITY OF PAYROLL INFORMATION

The Employer provides the following information through the on-line self-service payroll and time & attendance portals:

2. Hours at regular pay and earnings at regular pay.
3. Hours at overtime pay and earnings 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.

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ARTICLE 37. BULLETIN BOARDS

A. The Employer will provide and/or designate reasonable space for purposes of posting Association meeting notices and other materials in the following conference/break rooms:

- OR
- HVC
- ED
- NICU
- L&D
- Maternity/Women’s
- PCU
- PACU
- PSCU/PSE
- PEDS
- Women’s Surgery
- One Call
- Radiology
- ICU
- 3CC
- 3CE
- KDU
- 4SW/4SC
- TCU
- Psych

B. The Association agrees that it will not post materials of an unprofessional nature.
ARTICLE 38. AMBULANCE COVERAGE

In the event a nurse is requested by the Employer to accompany a patient on an ambulance or air transport, the Employer will reimburse the nurse 2x her/his regular hourly pay from the time the employee leaves the Hospital until she/he returns to the Hospital.
ARTICLE 40. ASSOCIATION ACTIVITIES

The Employer will allow unpaid time off when requested for the purpose of accepting an invitation to attend official Association events by one of the following:

1. Union Stewards (up to 30 members per year): A maximum of five (5) days per calendar year
2. Board of Directors (BOD) member (up to 1 member per year): A maximum of eighteen (18) days per calendar year

Nurses will notify the department supervisor and request time off consistent with the Employer’s scheduling practices, such requests will not be unreasonably denied.
ARTICLE 45 NON-DISCRIMINATION

To the extent required by law there shall be no discrimination by the Union or the Employer of any kind against any employee on account of gender, race, color, creed, marital status, sex, sexual orientation, gender identity, national origin, ancestry, religion, political affiliation, medical condition, age, physical handicap, genetic information, past or current membership in the uniformed services, status as a disabled veteran or a veteran of Vietnam era, or on account of membership or non-membership in the Union, or on account of lawful activity on behalf of or in opposition to the Union or any other classification protected by state or federal law or local ordinance, other than occupational qualifications and the specific provisions of this agreement.

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ARTICLE 46 SAVINGS CLAUSE / LEGALITY

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination, if necessary, and otherwise this Agreement shall continue in full force and effect.

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ARTICLE 49. INTRODUCTORY PERIOD

The introductory period for a new employee will be ninety (90) calendar days. The Employer may extend the introductory period for up to an additional ninety (90) calendar days. In the event the Employer extends the introductory period, the employee and supervisor will meet to discuss the reason(s) for the extension. The parties recognize that the participation of a Union representative in such a meeting may be beneficial and will be afforded if requested by the employee. An employee in their introductory period may be terminated at the sole discretion of the Employer without recourse to the grievance procedure.
ARTICLE 50 BEREAVEMENT LEAVE

A. Bereavement time off with pay is provided to support employees who wish to take time off due to the death of a family member.

B. Benefits-eligible employees are immediately eligible for bereavement time off with pay. Bereavement time off will be based on an employee’s standard work schedule. If the employee is currently using vacation/paid time off benefits, the employee may cancel the vacation/paid time off and replace it with bereavement time off with pay.

C. Employees are eligible to receive bereavement time off with pay in the amount of up to five days pay per occurrence for the death of an immediate family member. “Immediate family” is defined as an employee’s spouse, domestic partner, legally domiciled adult, child(ren) (includes miscarriage or stillbirth), child(ren) of legally domiciled adult, sibling (including half-sisters and half-brothers), step-sibling, parent, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-child, foster child, legal guardian or ward.

D. Up to three days pay per occurrence will be available for other covered family members. Other covered family members include grandparent, grandchild, grandparent-in-law, great grandparent, great grandparent-in-law, grandchild-in-law, siblings-in-law, step-grandparent, step-grandchild, and step-parent-in-law. Special consideration will also be given to any other person whose association with the employee was comparable to that of the relationships listed above.

E. Up to one day per occurrence of release time for an aunt, uncle, nephew and niece. Employees must use available PTO to cover this release time.

F. Bereavement days will be consecutive days beginning with the first day of absence from work during a seven day period (e.g., the day before, the day of, the day after the funeral). Supervisors may take other factors into consideration, such as funeral locations and the need to make arrangements before or after the funeral, when determining approved days. The nurse may use one of the bereavement leave days for the actual day of the relative’s death, which does not have to be used consecutively with the other leave days.

G. Hours paid per day are defined as one regularly scheduled shift. Bereavement pay is calculated using the employee’s regular rate of pay for scheduled hours that the employee would have worked on the days of absence. Bereavement pay is not provided if the employee is receiving illness/disability benefits or is on a leave of absence. Overtime hours are not calculated as part of bereavement pay. An employee may extend paid bereavement leave by using vacation/paid time off if mutually agreed upon between the supervisor and employee. An employee may also request additional time off without pay if vacation/paid time off is not available if mutually agreed upon between the supervisor and employee. Employee benefits continue throughout bereavement time off with pay.
ARTICLE 51. JURY DUTY & WITNESS PAY

1. In the event an RN is required to serve on jury duty or subpoenaed as a witness in any court or legal proceeding on a subject arising out of the employee’s employment with the Employer (excluding arbitrations under Article 33 (Grievance & Arbitration Procedure)), the Employer will grant time off for the period of service required. The jury duty or witness 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.

2. The Employer will pay for regularly scheduled work hours necessarily lost because of such service, at the nurse’s regular rate. An RN must notify his/her supervisor within twenty-four (24) hours after receipt of the initial notice, or subpoena, and as soon as possible upon final selection for jury duty. If requested by the Employer, the RN must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received, or otherwise provide proof of service.

3. An RN who is excused from jury duty on duty day or from witness service on the day of testimony, shall immediately contact his/her supervisor. The RN may be required to work as long as both of these conditions exist: 1) work is available during the RN’s regularly scheduled shift time, and 2) the available work time will be a minimum of four (4) hours once the RN can practically arrive at the Hospital. When the RN has been excused from jury duty or has been excused from serving as a witness, the RN will be returned to work for the rest of their previously scheduled shift.

4. Night Shift Considerations: The RN will not be required to work after 11:30 p.m. on the day prior to jury duty or witness service. The RN will not be required to work any portion of a shift between 7 pm and 10:59 pm on the same day of jury duty release or witness service. Employees will be expected to report for work at 11:00 p.m. if the jury duty or witness service release occurs prior to 12:00 p.m. If mutually agreed by the RN and supervisor, the RN will have the option to work during all or a portion of their missed shift(s). For the purposes of this paragraph, “release” means the RN was released by the court earlier on that same day, from serving as a juror or witness for the rest of the day.

5. Employees will not be reimbursed for parking, lodging, food or travel expenses by the Employer.
ARTICLE 53 JOB POSTINGS

A. All available positions shall be posted internally for seven (7) calendar days. The posting shall include the same details specified in Article 4 (Work Understandings).

B. Open positions shall be awarded to the most qualified candidate. Where ability, skills, training and experience are equivalent, bargaining unit seniority shall prevail.

C. If there are no qualified internal applicants within the seven (7) calendar day period, the vacancy may be filled externally.

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10-5-19
SIDE LETTER ON IMPLEMENTATION OF SAFETY, HEALTH AND WORKPLACE VIOLENCE COMMITTEE

1. A committee shall be formed to facilitate the provisions that are contained within Article 30 - SAFETY, HEALTH, AND WORKPLACE VIOLENCE and to address related issues and incidents on an ongoing basis. The committee will begin meeting as soon as possible, however, no later than ninety (90) days following the signing of this agreement. Each party will appoint up to four (4) individuals to serve on their team for the purposes of staffing this committee. Two of the four members of the Association’s team will also be the Association representatives to the Hospital’s Workplace Violence Prevention Committee. The Association representatives will be appointed from different nursing units with no two being selected from the same unit. Each party will select a co-chair from among its appointed committee members and these two (2) co-chairs will lead this committee. The hospital may not select bargaining unit nurses to serve on the Hospital’s four (4) member appointed team or as their appointed co-chair. The goal is to have both co-chairs attend each meeting or activity but if a co-chair is not able to attend, the co-chair may designate another committee member to temporarily take their place and such temporary co-chair shall announce their designation at the beginning of the meeting or activity. If a party wishes to permanently change an appointed committee member or co-chair on their team, the other party will be notified of the change as soon as practicable but no later than at the start of a committee meeting or activity.

2. The committee shall be scheduled to participate in a meeting or activity at least ten (10) months per calendar year. Such meetings shall be scheduled for ninety (90) minutes. If one party notifies the other party that a last minute conflict or adverse weather conditions will impact a scheduled meeting/activity, it shall be rescheduled on a mutually agreeable future date. A committee meeting/event may only be permanently canceled (and not rescheduled) by mutual agreement among the co-chairs. The co-chairs shall ensure that an e-mail message notifying all other committee members about any changes, is sent as soon as possible.

3. A calendar of meetings/event dates for the upcoming calendar year will be agreed upon by the parties at the committee’s first meeting. Association representatives will follow normal scheduling procedures to request that such time be scheduled off to allow the nurses to attend committee meetings, participate in training and events, and other work that is related to this committee. Such nurses shall be compensated for time spent in committee meetings at the applicable rate of pay (regular or overtime) for hours lost as a result of their service on this committee.

4. The committee will work together to reach consensus on actions that would facilitate resolution of safety, health and workplace violence concerns. The committee will not have any authority to change the terms of the collective bargaining agreement and disputes among the committee members will not be subject to Article 33 Grievance and Arbitration Procedure. However, if there are issues that cannot be resolved by mutual agreement among the committee members, such issues may be submitted to mediation utilizing the resources of Federal Mediation & Conciliation.
SIDE LETTER ON COMMITTEE TO ESTABLISH INITIAL SENIORITY AND EXPERIENCE CREDIT

1. The Employer and Association agree to work together to create a baseline seniority list and confirm past nursing experience credit.

2. The parties agree the best way to expeditiously gather this information and validate the data gathered is to create a committee comprised of three (3) representatives appointed by the Association and three (3) members appointed by the Employer (including at least one HR representative).

3. The Committee will schedule an initial meeting within ten (30) days of entry into this side letter for the purpose of discussing various issues related to the collection of information and preparation of the seniority and experience credit data including but not limited to the following:
   - Exchange information gathered by the Association and information available to the Employer to cross check validity.
   - Determine what other information needs to be exchanged.
   - Roles and responsibilities regarding gathering additional information as needed.
   - Creation of timelines and manner for data collection and exchange.

4. The Committee will schedule such other meetings as necessary to complete this work. Committee members who are bargaining unit nurses appointed by the Committee will be compensated for attendance at such meetings.

5. The parties recognize that creating an initial seniority list and validating nurse experience credit are important to be able to apply the CBA and that this work needs to be completed as quickly and accurately as possible. To that end, the Committee will strive to complete this process within sixty (90) days.

6. After the initial seniority list and documentation of nurse experience credit are completed by the Committee that information will be sent to bargaining unit nurses for review. The period for review by nurses will be not less than two (2) weeks. The Committee will establish a review process where nurses can dispute the Committee’s findings. Nurses who do not dispute the Committee’s findings within the review period set by the Committee will be bound by the Committee’s findings. The Committee will review any timely appeals and make a determination as to issues presented. If the Committee’s deliberations about an appeal result in a dispute among the six (6) committee members, the grievance/mediation process shall be utilized to resolve the dispute.

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12-11-19

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