REVISED COUNTER for New Subsection E (Workplace Violence):

January 22, 2020

The Hospital and Association recognize the effects that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy 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 may occur, the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will communicate provide education on and reinforce its commitment to the Workplace Violence Policy and communicate its expectations to staff, patients and visitors.

The Hospital will maintain and reinforce a protocol for responding to emergency situations where physical violence or the threat of physical violence occurs. Nurses are expected to report all incidents of workplace violence. A process will be maintained to record and report these incidents. Where possible, the reports should include the name of the unit/department and the nature of the incident. Reports and records regarding possible workplace violence will be reviewed by the committee/group designated to address workplace violence. As part of its work process, the committee/group will review and may recommend changes to the Hospital’s training and response programs relating to workplace violence. One bargaining unit nurse, plus one alternate, may serve as committee members. The union will be given the opportunity to name one bargaining unit nurse, plus one alternate, to serve on the committee/group.

Bargaining unit nurses on the committee/group shall be paid for time spent in official meetings of the committee/group provided, however, that the time spent in such meetings shall not result in the nurse being paid at overtime rates.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient’s family member or visitor has a history of violence on the Hospital campus.

When a significant incident of workplace violence is occurring, other hospital staff may be notified as appropriate. Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

The Employer Hospital encourages nurses who experience a confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing if appropriate. The Employer Hospital will provide training to
each nurse on crisis prevention, intervention or another form of violence prevention training for nurses working on units where it has been determined that frequent incidents of workplace violence have occurred.

When it is confirmed that an employee nurse has been assaulted at work and is unable to continue working, the employee nurse will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If the nurse is able to continue working a shift, the nurse normally will not be re-assigned to that same patient for the duration of the shift without the nurse’s consent unless the nurse’s care is vital to the patient’s health needs. Upon the nurse’s request, the Hospital will make reasonable efforts to ensure that the nurse will not be re-assigned to that patient for the duration of that patient’s hospitalization and, on a case by case basis, during future hospitalizations.

**Following the report of a confirmed violent event, the involved nurse will be offered the opportunity to participate in a documented debrief if appropriate.** Any debrief would include the staff involved and other members of a typical debrief team or their designee(s). The intent of the debrief is to create a safe space for staff to discuss the event. If a debrief is determined to be appropriate, it will be scheduled to occur within a reasonable period of time after the report of the event has been received.

The Employer Hospital will reimburse a nurse for the cost of replacing the nurse’s personal property which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through workers' compensation.
Mankato Hospital and Minnesota Nurses Association Negotiations  
January 22, 2019

Counter Proposal Package
The Union can agree to employer

Article 12 – Posting of Positions, Special Assignments, and Special Projects.  
Section A – Posting of Positions
As modified
Unless mutually agreed upon by the Nurses and the Hospital to waive the (6) month prohibition early, a nurse must be employed on their current department, post orientation, for a period of three (3) six (6) months prior to being eligible to apply for a posted position outside of their current department.

Nurse(s) may not change positions within their unit more than twice in a rolling year starting from the effective date of the new position.  
This does not include adding or removing a relief charge to a position, increasing/decreasing FTE, or when a position is eliminated.

The employer Agrees to Union Proposal 11 Article 27  
New Subsection J
NEW SUBSECTION J.

If it is determined in LMC by both parties that more straight shifts can be posted, these straight shifts must be offered to nurses waiting for SOC approval prior to posting these shifts internally or externally.

The Union drops
Union proposal 2 3E Salary  
New language
Nurses are expected to work their work agreement. However, nurses will not be penalized or disciplined for excessive sick time for missed shifts if the work agreement is honored, on average, over a three (3) month period. For sick time usage, compliance with the work agreement will be calculated based on hours worked, not authorized hours.

This is a package and requires agreement as a complete package.
Union #6 (Workplace Violence) Counter:

Section 10 HEALTH and SAFETY
New Subsection Section E

Workplace Violence

The Hospital and Association recognize the effects that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy and secure environment for patients, family, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events may occur, the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will communicate provide education on and reinforce its' commitment to the Workplace Violence Policy and will communicate it's expectations to staff, patients, family, and visitors.

The Hospital will maintain and reinforce a protocol for responding to emergency situations where physical violence or the threat of physical violence occurs. Nurses and the Hospital are expected to report all incidents of workplace violence. The nurse and the Hospital will contact the Employee Health and Services following any incident of workplace violence. Employee Health Services will contact the nurse's leader to coordinate the implementation of post-incident protocols. Employee Health Services will facilitate, support and provide resources for the affected employee(s) such as the Employee Health Clinics, Employee Assistance Program and stress management resources. Where possible, the reports should include the name of the Unit/Department and the nature of the incident. Reports and records regarding possible workplace violence will be reviewed by committee/group designated to address workplace violence. One bargaining unit nurse, plus one alternate, may shall serve as committee members. Bargaining unit nurses on the committee/group shall be paid for time spent in official meetings of the committee/group provided, however, the time spent in such meetings shall not result in the nurse being paid at overtime rates.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient’s family member or visitor has a history of violence on the Hospital campus.

When significant incidents of workplace violence are occurring, other hospital staff may shall be notified as appropriate. Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment. Hospital security will maintain heightened presence where the patient is receiving care and upon the request of staff the Hospital shall assign a security officer to the unit 24/7 until deemed unnecessary by staff.
The Employer Hospital encourages nurses who experience a confirmed assault violence in the workplace to recognize the potential emotional impact and will offer counselling or other delayed stress debriefing if appropriate. The employer Hospital will provide training to each nurse on crisis prevention, intervention, or another forms of violence prevention training for nurses working on units where it has been determined that frequent incidents of workplace violence have occurred.

When it is confirmed that an employee nurse has been assaulted experienced violence that was committed by a patient, or that patient’s family, or a visitor at work and is unable to continue working, the employee nurse will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If the nurse is able to continue working a shift, the nurse normally will not be re-assigned to that same patient for the duration of the shift without the nurses consent unless the nurses care is vital to the patient health needs. Upon the nurses request the Hospital will make reasonable every effort to ensure they will not be re-assigned to that patient for the duration of that patient’s hospitalization and, on a case by case basis during future hospitalizations.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital agrees to grant the nurse up to three consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. The incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. If a report is made more than three days after the event (but in no event later than ten days) administrative leave shall be provided retroactively.

Following the report of a workplace violence event a documented debrief will take place or within 72 hours after the incident. The debrief includes staff involved and other members of a typical debrief team. The intent of the debrief is to create a safe space for staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible after report of the event has been received.

1. If a unit exceeds ten (10) violent incidents in any given month a review will be conducted by the Labor Management Committee and through mutual agreement, changes will be implemented as the group identifies opportunities to promote safety.

2. This review shall include, at a minimum:
   a. The number of nurses scheduled for the shift;
   b. The number of nurses working the shift;
   c. The number and classification of other staff scheduled for the shift;
   d. The number and classification of other staff working the shift;
   e. The impact, if any, of the geography of the unit;
   f. Security presence on the unit;
   g. Admission criteria for the unit;
   h. Patient room placement within the unit;
   i. Physical barriers present in staff areas;
   j. The availability and location of staff assistance or duress button
The Employer Hospital will reimburse a nurse for the cost of replacing the nurse’s personal property, which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through worker’s compensation.