



**UPDATED FULL TENTATIVE AGREEMENT**  
*Pending Ratification, Final Proofreading and Formatting  
for Printing.*

**AUGUST 26, 2020**



**Contract Agreement  
between  
ST. ALEXIUS HEALTH\***  
**Bismarck, North Dakota**  
**and**  
**MINNESOTA NURSES ASSOCIATION**  
**2020 - 2023**

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*\*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.*

## 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 (TA 10.9.19)

- A. The Association shall be the exclusive representative of all full-time and regular part-time and PRN/"Help Out" employees in the following job classifications: Clinical Educator (RN), Electrophysiology Lead, GN, MDS Coordinator/RN, One Call RN, OR Controller Level II, Regional OR 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 employed by the Employer at 900 East Broadway, Bismarck North Dakota, as certified by the National Labor Relations Board in Case 18-RC-235460 ("Bargaining Unit). 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 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 as relief Management Representatives in addition to their Bargaining Unit nurse role. Such Charge Nurses and relief Management Representatives shall not perform supervisory duties or be considered to be supervisors, as defined in the National Labor Relations Act. (See Side Letter on Transition of Relief Management Representatives.)

## **ARTICLE 2. EMPLOYEE CATEGORIES AND DEFINITIONS (TA 12/10/19)**

### **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. Long Term Agency Nurses: See Article 52.

**ARTICLE 3. PARTICIPATION IN PROFESSIONAL ASSOCIATION (TA 10.9.19)**

- 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, work email addresses, classification/assigned position, assigned unit, assigned Full Time Equivalent (FTE), hourly rate of pay, total hours worked in the past twelve (12) months, date of employment with the organization and date of employment as an RN with the organization. Thereafter, the Hospital shall provide the aforementioned information to the Association on an 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. Minnesota Nurses Association Information: During the orientation period, the Employer will provide up to one (1) hour at General Nurse Orientation for the Minnesota Nurses Association representative to discuss Association membership and activities and to distribute Association information and application.

**ARTICLE 4. WORK AGREEMENT UNDERSTANDING (TA 9.18.19)**

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 5. HOURS OF WORK TA 3/4/2020

### A. Shifts

The Employer may assign or schedule RNs to straight time shifts of ~~up to twelve (12) hours (i.e. 8, 10, or 12 hours. -shifts-)~~. In the case of ~~makeup hours due to~~ scheduled may be asked to work ~~scheduled~~ alternative shifts up to FTE Status. A nurse, however, training, meetings, or other similar activities, extending over part of a work day, a nurse may request to use PTO or forego working an alternative shift to meet their FTE.

### B. Definitions

1. "Emergency situation" is defined as an unusual, unpredictable or unforeseen circumstances such as, but not limited to, act of terrorism, epidemic, adverse weather conditions or natural disasters.
2. "Workday" means a fixed twenty-four hour period designated by the Employer.
3. "Workweek" means seven (7) consecutive workdays.
4. "Pay period" means two consecutive workweeks.

### C. Changes in Work Day, Workweek or Pay Period

The Employer agrees that it will only change the work day, workweek or pay period in compliance with the provisions of the Fair Labor Standards Act (FLSA) and after first notifying the Association. Upon request, the Employer will bargain with the Association over the impact of such changes on bargaining unit nurses.

### D. Overtime

1. An RN who works in excess of forty (40) hours in a work week shall be paid at one and one-half (1 ½) times her/his regular rate of pay for all time so worked. Under the FLSA, the additional half-time compensation must be paid on the regular rate which is defined as the total remuneration divided by the total hours worked. Overtime compensation must be calculated on the regular rate, which will exceed the hourly rate when differentials are paid.
2. Non-work time such as Paid Time Off, bereavement leave or jury duty, do not count as time worked for overtime purposes. "Non-working time" means time, whether paid or unpaid, when an RN is not working, excluding rest breaks.
3. No nurse shall be disciplined for refusing to work overtime if the nurse is unable to safely continue working.

## **E. Meals and Breaks**

1. An RN's shift will include a thirty minute unpaid meal period for any shift exceeding five hours.
2. Employees will be allowed a fifteen (15) minute paid rest period for each four (4) hour period worked. Meal and rest period times may be scheduled by the Employer.
3. If a nurse believes she/he will be unable to take or complete a duty-free meal break, she/he will report this situation to the charge nurse/supervisor who will make efforts to relieve the nurse. If a nurse is still unable to take or complete a duty-free meal break, the nurse will document this on his/her timecard by adding the code for "no lunch" and will be paid for that thirty (30) minute time period.
4. RNs must turn over any paging device or hospital phone while on a meal break to help ensure a duty free meal break.
5. Nurses shall not be subject to discipline when they submit timecards with one or more "No Lunch" indicators so long as the Nurse has complied with the provisions of this Article and there is no timecard falsification.

## **F. Maximum Hours/Shifts**

1. No nurse will work more than sixteen (16) consecutive hours unless replacement staff are not able to report for duty because of an emergency situation as described above. Such nurses must be replaced immediately as soon as a replacement is available.
2. No nurse will work more than two (2) consecutive sixteen (16) hour shifts and no more than three (3) sixteen (16) hour shifts in a rolling seven (7) day period except in an emergency as defined in this Article.
3. Except on holiday weeks or unless the nurse agrees, a nurse shall not be scheduled to work more than three (3) consecutive twelve (12) hour shifts or more than five (5) consecutive eight (8) hour shifts without her/his agreement.
4. Except in case of an emergency, as defined above, or unless the RN agrees, the Employer shall not schedule a shift for an RN which commences within ten (10) hours of the end of the RN's last scheduled shift.
5. Nurses shall not be scheduled more than their hired FTE, without mutual agreement of the nurse and the employer.

## **G. Weekends**

1. Nurses who primarily work eight (8) hour shifts and who work eight (8) hour shifts on the weekend will typically be scheduled to work every other weekend. Nurses who primarily work twelve (12) hour shifts and who work twelve (12) hour shifts on the weekend will typically be scheduled to work

- every third weekend. Where additional weekend work is required over the normal rotation, such work will be assigned on the basis of reverse seniority.
2. For purposes of this paragraph a weekend will constitute a minimum of forty-eight (48) continuous hours occurring between Friday and Sunday.

#### **H. Weekend “Package” Program**

The Employer will continue to make available its Weekend “Package” Program. The available options will be 4 of 6, 5 of 6, or 6 of 6 weekends:

Should the Employer seek to make any additional material changes to its Weekend “Package” Program, it will bargain with the Association over the intended changes. (For purposes of the Weekend “Package” Program the weekend is defined as hours worked from the beginning of Friday day shift through the end of Sunday night shift per defined department schedule).

A nurse working weekend package may request weekend days off and utilize PTO benefits to cover those hours.

#### **I. Rotation of Shifts**

Nurses that work rotating shifts will not normally be required to work more than two (2) of three (3) shifts (days, evenings, and nights) during a fourteen (14) day work period.

#### **J. Trading Shifts**

1. Nurses can trade shifts with another nurse in their assigned department so long as the trade does not incur overtime pay, is agreeable to both nurses and ensures adequate skill mix on the unit.
2. Where the trade would compromise the above, supervisory approval is required.

#### **K. Seniority Shift of Choice**

Nurses with ten (10) or more years of seniority on his/her unit (measured by the Nurse’s date of hire/transfer onto the unit) shall be afforded the opportunity to bid into a shift assignment of nurses choice (e.g. day shifts). This choice will be implemented as soon as reasonably possible without undermining the skill mix available to work each shift. The fact that the nurse has achieved this milestone, shall be confirmed by the Employer in writing to the Nurse.

#### **L. Self-Scheduling**

Departments that allow self-scheduling will continue to do so unless the Employer gives at least 60 days’ notice of a change in the practice and discusses bargains such changes with the Union.

The Employer reserves the right to modify self-schedules to ensure a balanced schedule. Seniority and skill mix will be considered when balancing schedules.

## **ARTICLE 6. SCHEDULES AND POSTING (TA 10.8.19)**

Work schedules and days off shall be posted 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 forty-two (42) 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.

## **ARTICLE 7 WAGES (TA 8.26.20)**

- A. Wage Scales: The Registered Nurse hourly rates are listed in Wages and Scales at the end of this article.
- B. Differentials:
  - 1. Night Shift: A night shift differential in the amount of three dollars (\$3.00) per hour will be paid for the hours worked between 5:00 pm and 7:30 am. A nurse must work 4 hours consecutive hours between 5:00 pm and 7:30 am to be eligible.
  - 2. Charge/Team Lead/Resource Differential: A nurse acting in any such role during any shift will be paid \$1.00 per hour for hours worked in such role. Nurses must follow the proper clocking procedures to receive the pay.
  - 3. Preceptor Pay: There will be two dollars and fifty cents (\$2.50) per hour preceptor pay for all preceptor hours worked.
  - 4. Flex Pool Pay: Nurses hired to work in the Flex Pool job classification will be paid ten percent (10%) more for all hours worked in the Flex Pool. Nurses with a minimum of two years Registered Nurse experience will receive the differential immediately upon starting in the role. Nurses with less than two years Registered Nurse experience will receive the differential upon satisfactory completion of the Flex Pool orientation. (See also Side Letter on Grandfathered rates)



5. When the Employer places a nurse on-call, it shall pay \$2.00 \$2.25 per hour for time spent on-call.

C. Weekend Incentive Pay:

1. Employees who work on a non-scheduled weekend are eligible for the weekend incentive pay. Incentive pay applies to employees that have a .50 FTE or greater (40 hours bi-weekly).
2. The weekend incentive will be 20% of base wages for each hour worked during an extra weekend shift.
3. For purposes of eligibility for weekend incentive pay, the weekend begins with Saturday's first shift and ends with the completion of the third shift on Sunday.

D. Weekend Package Pay:

Employees who work the weekend package will be paid at the following rates in addition to their regular rate of pay:

4 of 6 weekends: \$3/hr.

5 of 6 weekends: \$4/hr.

6 of 6 weekends: \$5/hr.

- E. Extra Shift Incentive Pay: Extra Shift Incentives are paid at the rate of \$10/hour for a day shift and \$15/hour for a night shift. Extra shifts must be at least four (4) hours in duration.

- F. No Pyramiding of Overtime/Premium: With the exception of shift differentials, weekend incentive pay, and extra shift incentive pay, there shall be no duplication or pyramiding of overtime, premium pay or differentials for the same hours, but in each case only the highest rate shall be paid.

**Wages and Scales**

<b>Registered Nurse Wage Scale</b>		
	27.500	
Start	0	
	28.050	
Step 1	0	
	28.611	
Step 2	0	

Step 3	29.183 2	
Step 4	29.766 9	
Step 5	30.362 2	
Step 6	<del>30.969</del> 4	<u>31.0453</u>
Step 7	<del>31.588</del> 8	<u>31.7438</u>
Step 8	<del>32.220</del> 6	<u>32.4580</u>
Step 9	<del>32.865</del> 0	<u>33.1883</u>
Step 10	<del>33.522</del> 3	<u>33.9350</u>
Step 11	<del>34.192</del> 7	<u>34.6137</u>
Step 12	<del>34.876</del> 6	<u>35.3060</u>
Step 13	<del>35.574</del> 1	<u>36.0121</u>
Step 14	<del>36.285</del> 6	<u>36.7323</u>
Step 15	36.674 9	<u>37.4669</u>
Step 20	38.508 6	<u>39.3402</u>
Step 25	40.434 0	<u>41.3072</u>
Step 35	42.455 7	<u>43.3726</u>

**Movement to Scale:**

- a. Effective the second full pay period following ratification, each employee who is not yet on the agreed upon scale will receive a 5% increase, or appropriate placement on the wage scale, whichever is less.
- b. Effective the first full pay period September 2021, each employee who is not yet on the agreed upon scale will receive a 5% increase or appropriate placement on the wage scale, whichever is less.

- c. Effective the first full pay period September 2022, each employee who is not yet on the agreed upon scale will receive appropriate placement on the wage scale.

**Step Movement:**

Step numbers represent a nurse's years of experience credit. Step movement will occur on the first full pay period following the employee's anniversary date.

**Wages:** 3 year contract:

**Year 1:** Effective the second full pay period following ratification, those nurses who are already being paid at or above the pay step commensurate with their credited years of experience, will receive a 2.25% ATB increase.

**Year 2:** Effective the first full pay period in November 2021, all employees will receive a 2.25% ATB increase and the wage grids will be adjusted 2.25%

**Year 3:** Effective the first full pay period in November 2022, all employees will receive a 2.25% ATB increase and the wage grids will be adjusted 2.25%

**Ratification Bonus:**

Provided this comprehensive proposal is recommended by the bargaining committee and ratified by September 15, 2020, bargaining unit nurses will receive a ratification bonus of \$300 for full-time and \$200 for part-time on the second full pay period following ratification.

**ARTICLE 8. EDUCATION (TA 12/10/20)**

- 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.

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 (TA 8.28.19)**

The dress code will be maintained as existed on April 1, 2019. Should the Hospital seek to make material changes to its policy, it will notify the Association’s Labor Relations Specialist in writing of the intended changes. Upon request (provided the request is made no later than thirty (30) calendar days after the notice is given), the Hospital 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.

#### **ARTICLE 10. SECONDARY EMPLOYMENT (TA 8.28.19)**

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.

#### **ARTICLE 11. INFLUENZA IMMUNIZATION (TA 11.12.19)**

##### **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 Guillian-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 12. NURSING ADVANCEMENT (Dropped from table 8.26.20)**

**ARTICLE 13. ORIENTATION (TA 12.12.19)**

- 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/orientee'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 (TA 10.8.19)**

- 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 15. DAILY STAFFING (TA 7.22.20)**

- A. Centralized daily staffing for the following units will be done through the Nursing Services Office: Intensive Care Unit, Progressive Care Unit, Psychiatry, Medical/Oncology, Transitional Care Unit, Surgical, Labor and Delivery, Maternity/Women's, Children's, Neonatal Intensive Care Unit, and Flex Pools. After notice and discussion with the Association, the Employer may include other departments to ensure adequate staffing. Upon request, the Employer will bargain with the Association over the impact of such changes on bargaining unit nurses.  
  
The Emergency Department will input daily staffing when a shift need is identified.
- B. Designated staff nurses will evaluate and enter unit census, staffing needs, and patient acuity into the electronic scheduling systems and will collaborate with the staffing specialist/management representative.
- C.
  - 1. Staffing is completed for an eight (8) hour day/evening/night shift. Staffing, census, and acuity information should be entered into the electronic scheduling system and shift management tool (SMT) no later than:
    - a. Day D1 Shift: 0400
    - b. Day D2 Shift: 0800



- c. Evening E1 Shift: 1100
- d. Evening E2 Shift: 1500
- e. Night N1 Shift: 1900

2. Staff may be reassigned at 1100 under the following circumstances:

- a. Bring in LCD/RDO staff from home or grant LCD/RDO.
- b. A nurse may move from one (1) unit to another per Floating Article 17.
- c. A nurse on call back to their home unit will not be moved to another unit unless it is back to her/his home unit.

D. Nursing Services Office (or designee) will contact staff regarding on-call, floating, or low census days at least one and one-half hours (1 1/2) prior to the start of the shift.

E. Nurses reporting for on-duty shift will work a minimum of 4-hours.

F. Reassignment is defined as any movement from home or scheduled unit (e.g. float, LCD, RDO, or call back). Nurses may only be floated once from one unit to another during an 8 or 12 hour shift pursuant to Article 17. Floating. However, Nurses may be reassigned twice in an 8 or 12 hour shift. A nurse working a 12 hour shift will only be reassigned in a way that breaks that shift into a 4 and an 8 hour shift. Under no circumstances will a 12 hour shift be reassigned into three (3) blocks of four (4) hours each.

G. Nursing Services and/or Staffing Office will take primary responsibility for contacting nurses to fill additional staffing needs in a unit(s) that is/are not being covered by current staff, when requested to do so by a Charge Nurse, Team Lead or manager/supervisor.

H. Nurses who are unable to come to work because of illness or other emergency will notify the Hospital in advance of their scheduled shift no later than two (2) hours prior to the start of their shift.

## **ARTICLE 16. ON-CALL AND CALL-BACK (TA 6.23.20)**

A. On-Call:

- 1. On-Call means that the nurse is required to be available for call back to work.
- 2. When the Employer places a nurse on-call, it shall pay \$X.XX per hour for time spent on-call.

3. To receive this rate, nurses are required to carry an electronic beeper/pager or leave a telephone number where the nurse can be reached. Otherwise, the nurse has freedom of movement throughout the local area; however the nurse must be able to return to work within 20-30 minutes, department dependent.
4. On-call hours are not considered “regular worked hours” for purposes of overtime or benefit accrual
5. Nurses placed on-call will not be expected to remain on premises.

**B. Call-Back:**

1. Call-back status occurs when the Employer calls a nurse back into work during an on-call shift.
2. When called to work from on-call, a nurse shall be paid time and a half (1.5) her/his regular rate of pay, for hours worked on such call-back. Call-back starts when the nurse reports to work. Nurses are not paid on-call pay during a call-back. Nurses who are on-call and called into work will clock into “call-back” pay for hours worked.
3. Nurses called in to work while formally "on call" shall receive a minimum of two (2) hours pay for each such “call-back” with no more than two hours paid per two hours worked or no more than two hours paid for two hours on call, (e.g., a nurse gets called in to work and works 15 minutes. Later within same two hours, a nurse is called in again for 15 minutes. Nurse receives two hours of “call-back” pay during any two hours of call.)
4. Call-Back hours are considered “regular worked hours” for purposes of benefit accrual up to eighty (80) hours biweekly.

**C. Extended Shift Incentive:**

1. For employees in procedural/treatment departments who are required to stay beyond their regularly scheduled shift to complete a case/procedure, if coverage is 60 minutes or more, they are eligible for an extended shift incentive. The Employee must work 60 minutes or more beyond shift ending time for this incentive to be paid.
2. Employees qualifying for extended shift will be paid a lump sum incentive of \$25.
3. If the Employee is scheduled for a call shift immediately following their regular shift or extended shift, the Employee will transition to on-call for the remainder of their on-call shift.

**D. Seniority No-Call Benefit:**

In areas where on-call is not a part of the regular/routine schedule (e.g. procedural/treatment units), Nurses who have worked for ten (10) continuous calendar years as a Nurse in the unit assigned to them as a part of their work agreement, will be given the option to decline a request to be on-call and will work in place of the nurse who accepts call.

**ARTICLE 17. FLOATING TA 3/4/2020**

- A. Nurses may be assigned to units, which they have not been initially assigned, in order to meet patient care needs. Nurses who have not been trained or oriented to a unit/department to which they may be floated, can be assigned to that unit/department to provide care for patient types for which their competency has been validated in accordance with policy and regulation.
- B. The Employer will make reasonable attempts to provide adequate nursing care coverage. Professional judgement and input from the charge nurse/team leader will be considered when determining staffing requirements to meet patient needs. In no situation where a nurse is floated or roaming to a unit shall it result in a nurse staffing shortage on the nurse’s home unit.
- C. Floating will occur prior to granting of any low census days (LCD) or requested days off (RDO).

<b>Floating Clusters</b>	
<b>Tier 1</b>	<b>Tier 2</b>
<p>Floating within cluster will be preferred whenever able. Each floating cluster is listed below:</p>	<p>The following are considered free standing units. Nurses from these departments will be considered roamers, immediately available back to their home unit when needed. The roaming nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties:</p>
<ol style="list-style-type: none"> <li>1. Intensive Care Unit (ICU) &amp; Progressive Care Unit (PCU)</li> <li>2. 3CC (Ortho) &amp; 3CE (Neuro)</li> <li>3. Transitional Care Unit (TCU) &amp; Medical/Oncology</li> <li>4. Labor &amp; Delivery, Maternity/Women’s, Children’s &amp; NICU</li> <li>5. Women’s OR and OR</li> <li>6. PACU &amp; PSCU</li> <li>7. HVC - EP, IR, Cath lab, HVH, and HVCU</li> <li>8. Hemodialysis &amp; Peritoneal Dialysis</li> </ol>	<ol style="list-style-type: none"> <li>1. Radiology</li> <li>2. Care Coordination Office</li> <li>3. Emergency Department– The Emergency Department will not be assigned 1:1 and/or sitter duties unless there is a plan for their immediate release.</li> <li>4. Psychiatry</li> </ol> <p><u>Reminder: Nurses in these units may volunteer to float outside of the above restrictions.</u></p>

<p>Flex nurses will be categorized into three pools:</p> <ol style="list-style-type: none"><li>1. ICU/PCU/ED Flex Pool</li><li>2. Med/Surg/TCU Flex Pool</li><li>3. L&amp;D/MB/NICU/Peds Flex Pool</li></ol> <p>Flex nurses that were hired prior to the development of the above pools will continue to be assigned the units that they were hired for and shall remain unmodified for the duration of this agreement.</p>	
<ol style="list-style-type: none"><li>1. If nurses are not available within cluster to cover an open shift, a nurse may volunteer to float out of cluster. The nurse will be assigned patients who would normally have been admitted to that nurse's home unit. If none available, the nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties.</li><li>2. A nurse may be required to float out of cluster due to emergent needs. The nurse will be assigned patients who would normally have been admitted to that nurse's home unit. If none available, the nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties.</li><li>3. A nurse may be required to float out of cluster to ensure 1:1 sitter needs are met. These nurses will not be required to take a patient assignment but may assist with nursing tasks.</li></ol>	

D. In the event floating is necessary and the floating unit's nursing skill mix is met, nurses will be reassigned to float in the following sequential order:

1. Agency/Travel nurse\* (within contract parameters)
2. Cross-trained nurse (to a cross trained area)
  - a. Cross-trained is defined as a nurse that has successfully completed the unit specific competencies and received not less than three (3) previous shifts of orientation on that unit. In order to be considered fully oriented to a unit, a manager or designee and the preceptor must verify that the nurse has successfully completed the unit specific competencies
  - b. Cross-training to out of cluster units is encouraged and would be provided at the nurse's request.
3. PRN nurse (working for another nurse)
4. Core and Long Term Agency Nurse nurse according to oldest reassignment date(s)

\*Note: There may be circumstances where a travel nurse may be retained on the unit rather than floated to another unit because attempting to do so would be unsuccessful, and would result in inadequate staff on the unit to which a nurse is to be floated. The Employer will, however, make reasonable efforts to obtain travel nurses who are able to be floated within their areas of competency.

- E. All nurses will be assigned a reassignment date for any floated shift. Their reassignment date will remain the same for each scheduled shift up to 12 hours and will be utilized to determine floating rotation. A date will not be granted if staff calls in sick or absent before the start of the floated shift.
- F. Nurses may only be reassigned once from one unit to another during an 8 or 12 hour shift.
- G. When a nurse is floated to a unit or area where the nurse receives an assignment which cannot be safely performed independently, the nurse has the obligation to request and receive a modified assignment which reflects the nurse's level of competence when floating. Modified work assignments may include being partnered with an experienced nurse in that unit.
- H. Seniority No-floating Benefit: Nurses who have worked for ten (10) continuous calendar years as a Nurse in the unit that is assigned to them as a part of their work agreement, will be eligible to decline a supervisor's request that they float out of that unit to work in another unit, except:
  - 1. In the instance when all of the other nurses on that unit have been floated out of the unit within the past seven (7) days or,
  - 2. When no other eligible and qualified nurse in that unit is available to float out of the unit.
  - 3. Nurses with five years or more of experience on current unit with certification pertaining to current unit's specialty, will not float out of cluster except as listed in 1 and 2, above.
- I. Each unit will be responsible for developing and maintaining a list of duties required to function as a float nurse on the unit and will revisit those duties as needed. An updated list from each unit will be submitted to the Labor Management Committee (LMC) annually.

#### **ARTICLE 18. LOW CENSUS DAYS (TA 8.18.20)**

- A. There are times when patient activity does not justify the staff scheduled for a particular shift. If such is the case, a Low Census Day (LCD) will be used to affect temporary reductions in the workforce on a unit/department basis.
- B. LCDs will only be mandated after all staffing needs have been met.
- C. In the event an LCD is necessary, the following individuals will be mandated an LCD in sequential order:
  - 1. Extra Shift Staff
  - 2. Agency/Travel Nurse (within contract parameters)
  - 3. PRN
  - 4. Core and long term agency staff according to oldest reassignment date(s)

- D. Requested day off (RDO): Nurses may volunteer for LCD by submitting an RDO. RDOs will not count towards Mandatory Low Census limits. RDOs will be granted in lieu of LCD so long as there are no Extra Shift Staff on the unit/department.
- E. An employee may be required to float in accordance with Article 17: Floating or take “call” in lieu of being canceled through low census and will be assigned according to reassignment date(s).
- F. When an LCD or RDO is granted due to low census, paid time off (i.e. vacation, holiday, or personal day) does not need to be used.
- G. When a nurse is given an LCD, RDO, LCD On-Call she/he shall receive credit for the number of scheduled hours of work toward eligibility for and accumulation of contractually provided benefits. Nurses will be credited for one (1) hour of benefitted time for each hour cancelled up to a maximum of forty (40) hours per week. Nurses are responsible to enter such time into the time and attendance system to ensure benefit accruals.
- H. Employees will be assigned a reassignment date for any regularly scheduled LCD, RDO, or on-call shift. (See Article 55 Reassignment).
- I. Mandatory Low Census Day Limit: No regularly scheduled nurse shall be required by the Hospital to take more than one hundred sixty (160) hours of LCD per calendar year. If the nurse with the oldest date of LCD or float on a particular unit and shift has reached that limit, the nurse with the next oldest date will be assigned the LCD. In any case, the total number of LCD hours shall not exceed one hundred sixty (160) per calendar year for any regularly scheduled nurse. However, LCD hours resulting from an Act of God, national, state, or local emergency or the suspension of regular services (e.g. suspension of elective surgeries) will not count towards the one hundred sixty (160) hour limit. Nurses who are offered the opportunity to float outside of her/his cluster, consistent with Article 17 Floating, but do not volunteer to take the float assignment will be treated as an RDO and not have such hours counted towards the one hundred sixty (160) maximum. Nurses subject to Seniority No-floating Benefit will only be required to float per Article 17. Floating, I. Seniority No-floating Benefit, 1, 2, 3.
- J. The Hospital will be responsible for tracking the LCD hours for each calendar year. The Hospital must make this information readily available to nurses.

- K. The employer will exercise reasonable efforts to assign additional work hours that may become available to nurses who have experienced low census and who have communicated a desire to replace such hours to their supervisor.

## **ARTICLE 19. TEMPORARY UNIT CAPACITY TA 6/10/2020**

- A. Temporary unit capacity occurs when a unit needs time to catch up due to higher demands prior to accepting any new patients. The charge nurse will implement unit temporary capacity to address these needs. This temporary unit capacity designation is designed to be a short-term solution, until a previously admitted patient has been discharged/transferred or until additional staff arrives. The charge nurse of a unit will make the initial determination that a unit has reached temporary unit capacity and the unit will remain in that status for up to one (1) hour. During that hour, the charge nurse will monitor the situation and will contact their clinical supervisor, director or house supervisor for additional evaluation of unit status.
- B. The following factors will be assessed by the Employer on an ongoing basis to determine the adequacy of resources needed to meet patient care needs:
  - Composition of skill/roles available
  - Patient census (unit and hospital-wide)
  - Patients awaiting Admission/Transfer/Discharge
  - Patient acuity
  - Experience level of nursing staff
  - Staffing constraints
- C. If resources are inadequate, the charge nurse and clinical supervisor/director/management representative collaborate regarding the following:
  - Current patient care assignments for potential redistribution
  - Ability to facilitate admissions, discharges, and transfers
  - Availability of additional resources
  - House-wide census and staffing
- D. Any decision to close a unit to further patient admissions for more than one (1) hour will require the approval of the clinical supervisor, director or house supervisor.
- E. The Staffing Office is responsible for contacting nursing resources needed to fill available shifts from any department.
- F. If the issue was not felt to be appropriately handled or resolved, members of the bargaining unit may request a retrospective review at LMC (See Article 39).

- G. During times of temporary unit capacity, the Emergency Department will be allocated an additional nurse or staff member to accommodate any delays in patient transfer or admission, if available.

#### **ARTICLE 20 BARGAINING UNIT WORK (TA 6.10.20)**

Supervisory employees will not perform duties normally performed by employees falling within the scope of this Agreement except for emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer, or in an emergency and/or a situation where the delivery of healthcare services or important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit employee is available or the situation is resolved, whichever comes first. If a supervisor is consistently covering bargaining unit work in a specific unit, a discussion of staffing and scheduling shall occur pursuant to Article 29. Labor Management Committee. The intent of this article is to avoid the elimination or reduction of bargaining unit work by a nursing supervisor.

Supervisory nursing personnel may participate in bargaining unit work when reasonably necessary training purposes and to maintain competencies. Supervisors doing bargaining unit work to maintain competencies shall be limited to a maximum of twenty-four (24) hours per calendar quarter, per supervisor, unless the Association agrees in writing that an individual supervisor may work additional hours for a specified reason. Participation in bargaining unit work for the purposes within this paragraph, will not take the place of a scheduled nurse. Supervisory nursing personnel may not be counted in the staffing grid as a staff nurse.

#### **ARTICLE 21. AGENCY OR TRAVELER NURSES (TA 1.23.2020)**

- A. Traveler/Agency Nurses may be contracted by the Employer for a specific period of time to address short-term staffing needs.
- B. Prior to Traveler/Agency 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 open positions that will be offered to Traveler/Agency nurses must first have been open and available to MNA Bargaining Unit nurses for seven (7) calendar days. These positions (absent seasonal staffing needs) shall be posted while open.
- C. Once Traveler/Agency Nurses have been scheduled their contracted hours, remaining open shifts will be posted on the unit for a minimum of seven (7) calendar days following the posting of each six (6) week schedule prior to filling with Traveler/Agency Nurses.
- D. The status of Traveler/Agency nurses in the hospital will be a standing agenda item for all Labor Management Committee (LMC) meetings.



## **ARTICLE 22. SENIORITY (TA 12.11.19)**

- 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.

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

## **ARTICLE 23. CHANGE IN STATUS (TA 12.10.19)**

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 (TA 8.18.20)**

- A. Manner of Observance: The following days shall be recognized as designated holidays:

New Year's Day  
Memorial Day

Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Any nurse who works one or more shifts during these holiday periods will be credited with working one holiday.

B. Holiday Pay:

1. Eight (8) hours will be available during the pay period of the effective holiday date based on the employee's hours worked at that time (pro-rated based on FTE status); e.g., 0.9 FTE employee will receive 7.2 hours of holiday hours. Employees who normally work shifts longer than eight (8) hours will only receive up to eight (8) hours of holiday hours. These employees will need to supplement with paid time off hours to be paid for their full shift.
  - a. Employees who work in departments or locations that are not normally closed for a designated holiday and are scheduled to work may request holiday pay on a different day. Manager approval is required.
  - b. Any unused holiday hours will be paid out upon termination or change to a non-benefit eligible status.
2. Nurses who are required to work on a holiday will receive holiday premium pay of one and one half (1 ½) times her/his usual hourly pay for all hours worked on the holiday.
  - a. Holidays shall be recognized on the date they occur. For purposes of this Section, holidays begin at 12:00 a.m. on the holiday and end at 11:59 p.m. on the day of the holiday.
  - b. While not a designated holiday, employees working between the hours of 3 p.m. and midnight on Christmas Eve will be paid time and one half for all hours worked.
3. Nurses asked by the hospital to work an extra holiday will receive holiday pay plus applicable shift differentials and extra shift incentive.

C. Holiday Scheduling

1. Employees who work in departments or locations normally closed on a designated holiday will automatically be scheduled off. Holidays that fall on a Saturday may be celebrated on the Friday immediately prior to the holiday, and holidays that fall on a Sunday may be celebrated on the Monday

immediately after the holiday. Employees must use holiday hours in order for the holidays listed above to be paid.

2. In a manner consistent with staffing needs, nurses may work fewer than, but shall not be required to work more than, four (4) of the holidays as designated in this Article during any calendar year. Unit-specific holiday scheduling practices shall continue and/or sunset consistent with side letter "Continuation of Unit Specific Longevity Plans." New Year's Eve and Day, July 3 and 4, Christmas Eve and Day are linked holidays for scheduling purposes and count as one (1) holiday toward this work requirement. Easter will also count as a worked holiday for scheduling purposes.
  
3. Bargaining unit nurses who have 25 cumulative years of employment within the Hospital, may annually request to be excused from working one (1) of the holidays within the nurse's holiday rotation during the next calendar year. Such nurse shall choose the holiday and submit their choice in writing to the clinical supervisor no later than 5:00 p.m. on October 31 of the year prior to the year in which they shall have the requested Holiday off.

**ARTICLE 25. PAID TIME OFF (TA 8.18.20)**

- A. The Employer will maintain current Paid Time Off (PTO) benefits for eligible employees until the first full pay period in January 2021. Effective the first full pay period in January 2021, the following PTO accruals (Vacation and Personal Days) will become effective for the term of the Agreement:

Vacation					Personal Days
Completed Years of Service	Accrual Amount Per Year	Amount Accrued per Eligible Hour Worked.	Maximum Accrual Amount per Pay Period (up to 80 hours worked)	Maximum Accrual Possible is 125%	Amount per year
0 through 5	14 Days or 112 Hours	0.054	4.31 hours	17.5 days or 140 hours	4 Days or 32 hours
6 through 10	19 Days or 152 Hours	0.073	5.85 hours	23.75 days or 190 hours	4 Days or 32 hours
11 through 20	23 Days or 184 Hours	0.088	7.08 hours	28.75 days or 230 hours	4 Days or 32 hours

21 plus years	25 Days or 200 Hours	0.096	7.69 hours	31.25 days or 250 hours	4 Days or 32 hours
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- B. Personal time will be pro-rated based on actual FTE status on January 1 at the beginning of the calendar year to use by December 31. There will be no changes to an employee's personal hours due to subsequent FTE changes during the calendar year. Any unused personal hours will be forfeited at year end.
- C. New hires will receive 32 personal hours (pro-rated based on actual FTE status) if hired prior to July 1 and 16 hours (pro-rated based on actual FTE status) if hired after July 1.
- D. All other aspects of the PTO administration will be consistent with Divisional policies applicable to non-supervisory employees.

**ARTICLE 26. LEAVES OF ABSENCE TA (12.11.19)**

- 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 27. REDUCTION IN FORCE AND RECALL (TA 6.9.20)

### 1. Reduction in Force Defined

A reduction in force will be implemented by the Employer in the event of a reduction in patient census, decline in work load, closing or partial closing of a unit, department or program, negative economic conditions, or for other reasons which require such actions. Any such reductions will be effectuated pursuant to the procedures specified below, or as agreed upon by the parties. Reductions in force can occur with or without layoff.

### 2. Reductions in Force Where No Layoff Required

Where a Nurse(s) position is reduced or eliminated pursuant to (1), above, the impacted Nurse(s) will be offered, in seniority order, any open RN position for which the Nurse is qualified, or could be with a reasonable period of orientation in accordance with the orientation article in this Agreement. If such a position is available and offered to the nurse in seniority order at the same status as the Nurse held before the reduction, the Nurse will be transferred to such position. If no such position is open, the voluntary reduction language in (3) below will be utilized.

### 3. Voluntary Reductions in Lieu of Layoff

- a. Required reductions should be done voluntarily whenever possible. The Employer will solicit volunteers on affected units who wish to be laid off. Any volunteers selected for reduction will receive severance pay pursuant to (8), below or may opt to accept voluntary layoff with full recall rights as described in this Article. If such voluntary reductions create adequate positions for the Nurses subject to the reduction in force, they will be placed in such positions as set forth in paragraph (2), above. If not, the Nurses will be entitled to utilize the Bumping language set forth in (5) below.
- b. The Employer and MNA recognize that there could also be situations where nurses not subject to layoff might be willing, on a temporary basis, to take time off without pay or temporarily or permanently reduce their FTE status in order to lessen the impact of a reduction in force. A temporary FTE reduction may not exceed one hundred and (180) days at which time the nurse's FTE will revert to the prior FTE. A permanent FTE reduction shall apply as long as

that nurse remains in that position and shall be in effect unless and until that nurse accepts a different position. Nurses willing to take a leave of absence without pay will be considered for a period of not to exceed 180 calendar days if such leave would postpone the need to have an involuntary reduction in force.

- c. During Voluntary leave of absence and/or Voluntary Layoff, Length of Service rights shall continue to accrue.
- d. Nurses on layoff are free to apply for unemployment compensation, however, the State of North Dakota has sole authority to award or deny unemployment. The Hospital shall report to the state that the nurse chose voluntary layoff in order to prevent the involuntary layoff of another nurse. The Hospital may be required to describe the situation and report a nurse's hours under these circumstances but will not contest such nurse's unemployment claim. The MNA may not represent nurses when it comes to unemployment claims and unemployment denials may not be grieved, as a matter of law.

4. Reductions in Other Staffing Sources Prior to Layoff

If voluntary reductions do not achieve the required staffing level, the Employer will eliminate positions in the following order:

- (a) Temporary positions
- (b) Travelers
- (c) Long-term Agency Nurses
- (d) All other full time and part time Nurses (including Nurses in their introductory period).

It is understood that PRN nurses are hired to work on an as needed basis and will not be scheduled to work where full and part time RNs who are subject to layoff or reduction in hours are competent and willing to work on an as needed basis. When bargaining unit nurses are laid off and subject to recall pursuant to this Article, the Hospital shall not hire new nurses or sign new Long-term Agency contracts unless those nurses on the recall list are not competent to perform the work available or would not be able to become competent with reasonable orientation in accordance the orientation article in this Agreement. Note: The employer shall discuss any perceived competency barriers with the Association and the nurse(s) involved.

5. Bumping

In the event the above steps do not create positions for Nurses subject to reduction on his/her/their current shift and status, such "Displaced Nurses" shall

be permitted to displace the least senior bargaining unit nurse and accept their status and shift, so long as the Displaced Nurse in the judgment of the Director of Nursing or designee, the Nurse who wishes to bump has the qualifications to perform that job or can acquire such qualifications within 16 shifts or less. The bumping process will continue until the Displaced Nurses are placed or laid off if the least senior. When no remaining positions are available, any Nurses not placed will be laid off pursuant to this provision and will be eligible for severance or recall benefits.

6. Notice

The Employer will advise the Association in writing at least four (4) weeks in advance when a reduction in force or layoff is required, and which positions need to be eliminated or reduced. At the same time, the Employer will give each Nurse being affected a four (4) week notification of this impending layoff, reduction and/or position elimination.

7. Need to Retain Competent Nurses

Nurses will be selected for layoff based on hospital-wide seniority, so long as more senior Nurses exist who are qualified to fill necessary positions or would be able to independently perform the required duties following a reasonable period of orientation not to exceed sixteen (16) shifts. If necessary, the Employer may leave less senior Nurses in any unit until transferred-in Nurse(s) are oriented to provide patient care in accordance with the orientation article of this Agreement.

8. Severance Pay

(a) Regular full and part time Nurses who are subject to layoff may choose to terminate employment and receive severance pay as set forth in (c), below. Part time Nurses who elect severance pay shall receive such benefits according to her/his status as set forth in the Nurse's Work Agreement.

(b) A Nurse is not eligible for severance if she/he has accepted or been offered (and refused) a RN position at the Nurse's Work Agreement status, for which the Nurse is qualified or would be following a reasonable period of orientation not to exceed sixteen (16) shifts. Full time nurses who accept a regular part time position to avoid layoff will be eligible to receive pro-rata severance based on her/his reduction in status.

(c) To receive severance pay, the Nurse must sign a general release prepared by the Employer waiving all claims against the Employer.

(d) Severance pay will be calculated using base pay at the time of separation. Full time nurses will receive a minimum of two weeks severance plus one week



of pay per year of service, up to a maximum of 12 weeks. Employees eligible for severance pay will receive payments through the regular biweekly payroll after receipt of the release.

(e) Any Nurse receiving severance who later becomes employed in another Employer position or another CHI facility (or CHI related entity) during the severance period will forfeit any remaining unpaid severance pay.

(f) A Nurse who elects to resign and receives severance pay will not be eligible for recall.

## 9. Recall

(a) Nurses who are laid off (voluntarily or involuntarily) and who do not elect to resign with severance pay are eligible for recall.

(b) Nurses are eligible for recall for twelve (12) calendar months from the date of layoff (example: a nurse who was laid off on June 5, 2020 is eligible for recall until 11:59 p.m. on June 5, 2021). Nurses who were laid off will be recalled to work in seniority order if qualified for the vacant position or would be able to independently perform the required duties following a reasonable period of orientation not to exceed sixteen (16) shifts. Nurses who are offered and accept recall to work must report no later than fourteen (14) days after accepting the job. In order to be eligible for recall, a Nurse must keep the Employer informed as to his/her current address and contact information.

(c) The Employer shall contact nurses in seniority order among those nurses who are on layoff status and who still have recall rights, to offer them any/all available open positions. Such offered positions may partially or fully satisfy the following four (4) recall parameters: recall to their former unit, to their former FTE, to their former shift type and/or to their former shift length. Nurses shall not be considered to be fully recalled unless or until they have been recalled to a position that satisfies all four (4) recall parameters. A nurse may choose to accept or decline any offered position that only partially satisfies these parameters, and such nurse will retain their recall rights until the earliest of the date the nurse is fully recalled or until the nurse's recall rights expire.

(d) Whenever the employer contacts a nurse to offer them recall opportunities, the employer shall state whether the opportunity is for partial or full recall. A nurse may choose to respond, or not, to recall opportunities that only partially fulfill the four (4) parameters. If a nurse, however, does not respond to a full recall opportunity or does not accept recall to a position that fully satisfies all four (4) of their recall parameters, such nurse will be deemed to have resigned.

(e) A Nurse who accepts full or partial recall to a position in accordance with the provisions of this Article shall be restored to his/her former status with respect to salary and all fringe benefits as outlined in the contract that is in force at the time of

the return. However, there shall be no accumulation of earnings or benefits during the period of layoff. Such nurse shall have retained but not accrued seniority during the period of layoff.

(f) A Nurse who has not been offered recall, or who has not accepted recall within twelve (12) calendar months from the date of layoff, shall lose all recall and seniority rights that were afforded to them in accordance with that layoff. When a nurse has lost all recall rights, any future return to work at the Hospital in a bargaining unit position, will mean that the nurse successfully applied for, and received a new position and such nurse will be starting over in terms of placement on the MNA seniority list. However, if a nurse is returned to a bargaining unit position consistent with Article 22, they shall receive credit for past Length of Service Rights and benefit accrual rates, including placement on the wage scale.

## ARTICLE 28. RESIGNATION AND RETIREMENT (TA 8.25.20)

- A. Resignation: Whenever possible, nurses should give the Employer a minimum of four (4) weeks written notice of resignation of employment. PTO will be paid out 100% upon resignation in one lump sum.
- B. Retirement: Employees shall be eligible for and covered under the Employer's Retirement Savings Plan, as it may be amended from time to time, in accordance with the provisions of the Plan.
1. The Employer will notify the Minnesota Nurses Association of any planned material changes in the Retirement Savings Plan and consult with the MNA from time to time, as necessary, about the Plan.
  2. Upon request, the Employer will furnish information to the Minnesota Nurses Association about the status of the Plan, relating to the compliance under the law, financial viability, or other information necessary for the MNA to represent the bargaining unit employees with respect to this benefit.

Current Contribution Schedule is as follows starting January 1, 2021:

Employee Contribution	CHI St. Alexius Health Match	CHI St. Alexius Health Employer Contribution*	Total CHI St. Alexius Health Contribution	Total Employee and CHI St Alexius Contributions
0%	0%	2.5%	2.5%	2.5%
1%	1.0%	2.5%	3.5%	4.5%

2%	1.5%	2.5%	4.0%	6.0%
3%	2.0%	2.5%	4.5%	7.5%
4%	2.5%	2.5%	5.0%	9.0%
5%	3.0%	2.5%	5.5%	10.5%
6+%	3.5%	2.5%	6.0%	12.0%

This contribution schedule will not decrease for the duration of this Agreement without the consent of the Association.

Vesting as follows starting April 1, 2021:

Employees are always 100% vested in the contributions they make to their 401(k) plan. Employees will be 100% vested in the CHI St. Alexius Health Contribution after three years of service. A year of service is equal to a calendar year in which the employees are paid for at least 1,000 eligible hours of service.

#### **ARTICLE 29. INSURANCE (TA 8.26.20)**

- A. Health, Dental, and Vision Insurance: Employees will continue in their current coverage through 2020. Effective January 1, 2021, employees covered by this Agreement will participate in the Employer's Health, Dental, and Vision Insurance plans on the same basis as other non-contract employees as such plan may, from time to time, be amended at the Employer's discretion with timely advance notice to the Association.
- B. Additional Benefits: During the term of this Agreement, bargaining unit employees will be eligible to participate in the Employer's employee benefit programs not otherwise described herein on the same basis as other non-management Hospital employees as such programs may, from time to time, be amended at the Employer's discretion, with timely advance notice to the Association.

#### **ARTICLE 30 SAFETY, HEALTH AND WORKPLACE VIOLENCE (TA 11/12/19)**

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). The Association shall designate an additional 2 nurses of their choosing to participate in the Code Yellow Response Team (24/7). 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. Every employee will have the responsibility for understanding his/her roles 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 ~~The Hospital 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 debriefed 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 for the remainder of the shift. Paid time off benefits will be used for missed work hours up to the employees FTE status. Additional requests for time off will be mutually discussed with the nurse and the supervisor/ manager.
    - 1. Any nurse who opts to utilize the time off provision as stated above will be offered:
      - a. A debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident. This debrief will take place within seventy-two (72) hours absent extenuating circumstances.
      - b. This debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from this session. However, if an investigation that would lead to discipline would be warranted due to the event, separate investigative meetings will be scheduled.

- c. A nurse who has experienced ~~workplace violence~~ 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 on a future date without the consent of the nurse or in the case of emergency. ~~during the remainder of the hospital stay whenever possible.~~

#### **ARTICLE 31. ADDITIONAL EMPLOYEE BENEFIT PROGRAMS (TA 8.28.19)**

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. Those programs presently include, but are not necessarily limited to, the following:

- Employee Assistance Program
- YMCA Youth Development Center North Partnership
- Employee Discount Program
- Employee Emergency Fund
- Free to Go
- Service Awards
- Vacation Donation
- Discount for Hospital Services
- Free Parking

#### **ARTICLE 32. DISCIPLINE (TA 8.28.19)**

- 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 nurse's personnel file at the nurse's request after thirty-six (36) months if there are no other disciplines of the same or similar nature.

### **ARTICLE 33. GRIEVANCE PROCEDURE (TA 8.28.19)**

#### A. Informal Resolution

If a nurse or the Association has a dispute, the parties are expected to attempt to resolve the dispute at the lowest level possible. The nurse 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 nurse prefers, the nurse may first consult with an Association representative.

#### B. Definitions

1. "Grievance" – means a dispute raised by an nurse or the Association concerning the interpretation or application of any provision in this Agreement. (To the extent these contract provisions specifically incorporate the Hospital'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 nurses affected by the grievance; except when the grievance affects an identifiable group of nurses. 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 nurses, 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 nurse, 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 nurse 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 a nurse 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.

**ARTICLE 34. PERSONNEL FILES (TA 8.28.19)**

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. INCLEMENT WEATHER (TA 12.11.19)**

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 employees 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

#### **ARTICLE 36. AVAILABILITY OF PAYROLL INFORMATION (TA 8.28.19)**

The Hospital shall provide the following information through the on-line self service payroll and time & attendance portals:

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 (TA 9.17.19)**

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 (TA 9.18.19)**

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 regular hourly pay from the time the nurse leaves the Hospital until she/he returns to the Hospital.

**ARTICLE 39. LABOR MANAGEMENT COMMITTEE (TA 1.23.2020)**

- A. A Labor Management Committee (LMC) shall coordinate the discussion and resolution of standing issues related to the following agenda items:
- a. Staffing and Scheduling
  - a. Professional Practice guided by the North Dakota Nurse Practice Act and other accrediting bodies
  - b. Human Resources Update
  - c. Health, Safety and Workplace Violence concerns will be identified, addressed and resolved as appropriate
  - d. And other organizational items.
- B. The purpose of the LMC is to develop a better understanding between the Employer and the employees, to address problems of mutual concern, to consider suggestions relative to the delivery of patient care, and to facilitate communication between the parties.
- C. LMC shall be established consisting of six (6) Employer representatives and six (6) nurse representatives from six (6) different nursing areas appointed by the

Association. The Association shall have the right to replace any bargaining unit employee representative on the LMC.

- D. The LMC shall meet no fewer than eight (8) times a year and be scheduled for two hours. The LMC will identify co-chairs: one (1) designated by the Association and one (1) designated by the Employer. Upon mutual agreement, meetings may be cancelled or added, if needed. The agenda for the meeting shall be agreed upon by the Association and the Employer in advance of the meetings. Minutes of the meetings shall be kept and distributed to appropriate Departments.
- E. Subcommittees may be commissioned by no fewer than eight (8) members of the LMC to perform specific work as designated. These work groups shall report back to the main LMC. The LMC will develop guidelines for the scope of the subcommittees work and expected time commitment.
- F. Compensation: Employees will be paid for any hours in attendance at LMC or time spent performing work assigned by the committee. Attendance at committee meetings shall be subject to staffing considerations and will not be considered "time worked" for the purposes of overtime calculation.
- G. The LMC cannot engage in negotiations regarding the terms of this Agreement nor can the LMC alter the terms of this Agreement or resolve pending grievances.

#### **ARTICLE 40. ASSOCIATION ACTIVITIES (TA 12.11.19)**

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 41. MNA NEGOTIATING TEAM (TA 6.23.20)**

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

Should negotiations be held at an offsite location, the Hospital and the Association will split the cost of meeting facilities on a 50/50 basis.

Up to seven (7) employees may be appointed or elected to the Union Negotiating Committee and shall be eligible to be fully compensated by the employer for up to seven (7) work days missed because of their attending negotiating meetings and mutually agreed upon caucus time on those days. The compensation to be paid to committee members by the employer for work days missed shall include the employee wages, payment of health premiums, PTO accruals, seniority accruals and any coverage for which the employee is otherwise eligible. Time spent in negotiating meetings or caucuses will not be considered time worked for the purposes of overtime calculation.

If negotiations are canceled and if the nurse is unable to be placed back on the schedule for a shift that coincides with the canceled negotiations time period, canceled negotiation meeting days will be treated the same as low census days (LCD) for benefit purposes (as long as the cancelation is not at the request of the Association in which case it will not count as a low census day (LCD)).

The Union shall notify the Employer at least four (4) weeks in advance of the first negotiating meeting of the names of the committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least two (2) weeks prior to any meeting of any changes in the committee for such meetings.

#### **ARTICLE 42. HOSPITAL ACCESS (TA 10/9/19)**

Representatives or staff of the Minnesota Nurses Association will be permitted to enter upon the Employer's premises for the purpose of determining whether this agreement is being observed or to check upon complaints of bargaining unit employees. The Association representative will notify Human Resources and/or Security upon entry into the facility.

Whenever the Association representative is on the premises, he/she will wear an Association identification badge. The representative shall comply with reasonable security precautions, HIPAA rules and regulations, and infection control standards.

The representative shall not interfere with the RN's duties or operations of the Employer, nor may the representative have extended conference with an RN while the RN is on duty. Nothing herein shall prevent brief contacts with an Association representative to schedule a meeting or other incidental conversations.

#### **ARTICLE 43. SUCCESSORS (TA 8.26.20)**

##### **A. Prior Notice Before Sale of Hospital**

When engaged in negotiations with a third party concerning the sale of the hospital, The Employer will notify the Union within thirty (30) days after the signing of a Letter of Intent. Thereafter, the Employer will meet with the Union and consider the Union's position as to the sale.

The Employer will remain faithful to its mission by exercising every reasonable effort to assure as a part of the negotiations that the proposed purchaser will be responsible and responsive to the needs of both its employees and the community.

The Hospital shall not use any sale or transfer or other mechanism for the purpose of evading the terms of this Agreement.

B. Notice

Before any sale, assignment, or any other change in ownership, the Employer shall provide the Association with 90 days advance notice in writing of such intended sale, assignment, or any other change in ownership. Whenever possible, the notice shall include the name and address of the prospective purchaser, assignee, and/or their designated agent.

C. Employer Actions

Prior to a merger, sale or other transfer of ownership of a facility to be operated as an acute care hospital, the Employer shall: a) inform the prospective acquiring purchaser of the existence of this collective bargaining agreement and of its general terms and conditions; b) provide purchaser with a copy of the Agreement; and c) request the potential successor to adopt the terms of this Agreement.

**ARTICLE 44 – PATIENT CARE AND STAFFING BY ACUITY (TA 8.26.20)**

- A. Nurses play a pivotal role in improving clinical outcomes, increasing patient satisfaction, and providing a healing and comforting environment.
- B. In the event that scheduled staffing is insufficient to meet the established staffing need, the Employer will make every reasonable effort to procure additional personnel.
- C. Should persistent shortages be identified, the Employer will take necessary steps to ensure safe patient care such as utilizing nursing flex pools, extra shift incentives, and/or travelers and/or increased ancillary staff.

D. As a general practice, newly hired Nurses will not be counted in the regular staffing complement during orientation, or portions thereof as designated in advance by the Employer.

E. Right to Safe Staffing

1. Both parties recognize the ethical obligations inherent in the nurse/patient relationship.
2. The nurse has the right to refuse an assignment that she/he does not feel prepared to assume based on their trained competencies.
3. If the nurse receives an assignment that they judge they cannot accept safely, the nurse has the right and obligation to request and receive a modified patient assignment. If modified assignment is unavailable due to inadequate resources, Temporary Unit Capacity per Article 19 may be implemented.

F. Staffing Grids

1. Variable staffing grids are developed for nursing departments to guide daily staffing. Acuity of patients will be considered in conjunction with the grid parameters on units that utilize acuity standards.
2. The Employer reserves the right to modify staffing grids based on historic data elements (e.g. volume, acuity, anticipated service line growth, etc.) to ensure a balanced staffing plan. The Employer will, upon request, bargain over the impact of any changes to the staffing grids on bargaining unit nurses.

G. Team Lead/Charge Nurse and Resource RN Roles

1. Team Lead/Charge Nurse and Resource RN roles may be utilized in select departments to facilitate optimal patient care and throughput.
2. See Side Letter on Team Leads/Charge Nurses for additional guidance.

H. Ancillary Staff

Both parties agree that ancillary staff is important and essential to the overall delivery of safe patient care. This provision is not subject to Article 33 Grievance and Arbitration Procedure.

I. Break Plan

Each unit will have a break plan to schedule appropriate breaks recognizing the need to prioritize patient safety.



## J. Department Minimums

The following departments require staff to be present within the hospital at all times regardless of patient census:

1. NICU
2. Labor and Delivery
3. Intensive Care Unit
4. Operating Room
5. Emergency Department

## **ARTICLE 45. NON-DISCRIMINATION (TA 8.28.19)**

To the extent required by law there shall be no discrimination by the hospital or the association of any kind against any nurse 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 the Vietnam era, or on account of membership or non-membership in the association, or on account of lawful activity on behalf of, or in opposition to the association, or any other classification protected by state or federal law or local ordinance, other than occupational qualifications and the specific provisions of this agreement.

## **ARTICLE 46. SAVINGS CLAUSE / LEGALITY (TA 8.27.19)**

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision or provisions 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.

## **ARTICLE 47. WORK STOPPAGES AND LOCK-OUTS (TA 2.4.2020)**

During the term of this Agreement, neither the Association nor the RNs covered by this Agreement will encourage, authorize, instigate, condone, or participate in any strike, slowdown, boycott, or other action which will interfere with the operations of the Hospital, resulting in a work stoppage. Likewise, if the Association and off-duty Bargaining Unit RNs are showing support for another organization or participating in a picket or a boycott, these activities shall not result in a work stoppage of any kind for the Hospital.

The RNs covered by this Agreement will not honor or recognize picket lines of any other union or organization at the Hospital by engaging in a work stoppage of any kind unless violence has been threatened and/or acts of violence are occurring. In the case of violence and/or the threat of violence, as soon as it has ended, the Employer and the Association will discuss, as soon as possible, the timetable and method for notifying RNs about the resumption of normal operations and the need to return to work.

The Hospital shall not lock out any or all of the RNs, during the term of this Agreement.

#### **ARTICLE 48. MANAGEMENT RIGHTS (TA 2.4.2020)**

Subject to the limitations imposed by the North Dakota Nurse Practice Act and this Agreement, the Hospital shall retain the rights to determine standards of performance; to maintain discipline, order and efficiency, to determine services, procedures and methods; to direct all RNs; to determine the quantity and type of equipment to be used; to abolish or create positions; to introduce new methods and facilities; to determine efficient and required staffing (including overtime); to determine the number and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire; to determine qualifications for jobs; to promote, to demote, suspend, warn or otherwise discipline or discharge RNs for just cause; to lay off RNs; to recall RNs and to promulgate reasonable rules and regulations. These rights shall remain within the Hospital's sole and conclusive discretion and control, except only as abridged or eliminated by the express provisions of this Agreement and long standing/established past practice.

#### **ARTICLE 49. INTRODUCTORY PERIOD (TA 9.17.19)**

The introductory period for a new nurse 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 nurse and supervisor will meet to discuss the reason(s) for the extension. The parties recognize that the participation of an Association representative in such a meeting may be beneficial and will be afforded if requested by the nurse. An nurse in their introductory period may be terminated at the sole discretion of the Employer without recourse to the grievance procedure.

#### **ARTICLE 50. BEREAVEMENT LEAVE (TA 10.8.19)**

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

- B. Benefits-eligible nurses are immediately eligible for bereavement time off with pay. Bereavement time off will be based on a nurse's standard work schedule. If the nurse is currently using vacation/paid time off benefits, the nurse may cancel the vacation/paid time off and replace it with bereavement time off with pay.
- C. Nurses are eligible to receive bereavement time off with pay in the amount of up to five (5) days of pay per occurrence for the death of an immediate family member. "Immediate family" is defined as a nurse'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 (3) days of 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 (1) per occurrence of release time for an aunt, uncle, nephew and niece. Nurses 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 (7) 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 nurse. A nurse may also request additional time off without pay if vacation/paid time off is not available if mutually agreed upon between the supervisor and nurse. Employee benefits continue throughout bereavement time off with pay.

#### **ARTICLE 51. JURY DUTY & WITNESS PAY (TA 11.12.19)**

- A. 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.

- B. 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.
- C. 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 practicably 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.
- D. 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.
- E. Employees will not be reimbursed for parking, lodging, food or travel expenses by the Employer.

## **ARTICLE 52 LONG TERM AGENCY NURSES (TA 6.15.20)**

1. The Hospital and Association recognize that the Hospital depends on long term agency nurses to help maintain adequate nurse staffing. For the purposes of this Article a "long term agency nurse" is one who works at the Hospital pursuant to a contract with a staffing agency with a duration of not less than twenty four (24) months.

2. Long term agency nurses, while not covered by the collective bargaining agreement, will be considered part of core staffing and will be required to follow the same staffing and scheduling guidelines (e.g. holiday and weekend rotations) as nurses covered by this Agreement.
3. The Hospital may utilize long term agency nurses as charge nurses, resource nurses, team leader, preceptors and unit educators after current qualified bargaining unit RNs have been offered and turned down the role. If a long term agency nurse is already working in one or more of these roles as of the date of ratification of this agreement, they may continue to do so for the remainder of their agency contract.
4. As set forth in Article 18, long term agency nurses will share low census days with other Hospital nurses. For purposes of Article 27, Reduction in Force, long term agency nurse contracts will be terminated prior to implementing a layoff on a nursing unit.
5. The parties have agreed, whenever possible, the Employer should offer employment to long term Agency nurses as permitted by law. Long term agency nurses who are hired by the Hospital following the expiration of their contract will become part of the bargaining unit and will be given seniority credit of one month for every two months that the Nurse worked at the Hospital as a long term agency nurse within the bargaining unit.
6. If a vacant position has been posted for forty-five (45) days and there have been no qualified applicants, the hospital is able to fill the position with a long term agency nurse. In the event the position is going to be filled by a Long Term Agency nurse, the position must continue to be posted until the Long Term Agency nurse actually arrives. Should another qualified bargaining unit nurse candidate become available prior to the arrival of the Long Term Agency Nurse, the Long Term Agency Nurse assignment will be cancelled or reassigned to another vacancy.
7. The parties have agreed there is a shared goal to reduce the need for long term agency nurses. This topic will be a standing item at the Labor Management Committee.

#### **ARTICLE 53. JOB POSTINGS (TA 10.8.19)**

- 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.

#### **ARTICLE 54. DURATION AND RENEWAL (TA 8.26.20)**

This Agreement will be in full force and effect upon ratification from (with the exception of wage increases which shall be paid during the second full pay period following ratification), through September 30, 2023. This Agreement 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 expiration date.

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#### **SIDE LETTER ON TRANSITION OF RELIEF MANAGEMENT REPRESENTATIVES (TA 12/11/19)**

The Parties agree that individuals whose primary function is to serve in the position of Management Representative are supervisors within the meaning of Section 2 (11) of the National Labor Relation Act and are not covered by the terms of this collective bargaining agreement. The purpose of this Side Letter is to address the unit placement and transition of employees that hold dual roles as a part time or PRN Management Representative, but also serve the majority of their work time as a Registered Nurse. The Parties agree that these individuals should be classified as Registered Nurses and covered by the terms of this collective bargaining agreement.

In order to more clearly delineate between bargaining unit positions and supervisory positions, the Parties agree to transition those who serve the majority of their work time as a Registered Nurse as follows:

1. Upon the ratification of the collective bargaining agreement, such nurses will continue in their current roles as Registered Nurses but will also hold the classification of Relief Management Representative.
2. When scheduled to work as a Relief Management Representative, these individuals will receive a relief in higher classification premium of 5% above her/his base rate.

3. When acting as a Relief Management Representative, they will not be required to discipline other bargaining unit nurses, but will be expected to report any situation that may form the basis of potential disciplinary action to the involved unit's nursing director. If the situation involves an immediate response such as a physical altercation, suspected impairment or diversion, such report will be made immediately.
4. When acting as a Relief Management Representative, they will notify the Administrator On-Call prior to implementing incident command, hospital diversion, or unit capacity.
5. Scheduling of any bargaining unit nurse to serve as a Relief Management Representatives will be at the discretion of the Employer and not subject to the Grievance and Arbitration provisions of the collective bargaining agreement.
6. These nurses will be given the choice of serving in a Relief Management Representative, as described above, or declining such position and converting any current status/hours as a Management Representative to Registered Nurse hours.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN  
ST. ALEXIUS HEALTH – BISMARCK, ND  
AND  
MINNESOTA NURSES ASSOCIATION**

**WORKPLACE VIOLENCE COMMITTEE (TA 12.11.19)**

During the course of negotiations for this Agreement, the parties agreed:

1. A Workplace Violence Committee shall be formed in order to help facilitate the provisions that are contained with Article 30 SAFETY AND HEALTH, and to address other/additional issues that are related Workplace Violence. The committee will begin meeting as soon as possible, however, no later than ninety (90) days following the signing of this agreement. The Committee shall be scheduled to meet and/or participate in a committee-related activity at least ten (10) out of twelve (12) months for two to three hours a month. If one party notifies the other party that there is a need to reschedule a meeting at least forty-eight (48) hours in advance, the meeting will be rescheduled on a mutually agreeable future date. In the case of adverse weather conditions, such impacted meeting/activity shall be rescheduled. A committee meeting/event may be canceled and not rescheduled, only by mutual agreement.
  
3. Each party will appoint up to eight (8) individuals to serve on the Workplace Violence Committee. 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 as a part of their eight (8) individuals or their co-chair. The goal is to have both co-chairs attend each meeting or activity but if a co-chair is not going to be able to attend any given meeting or activity, 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 member or co-chair, 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. If there is a need for a vote, an equal number of each party's appointed committee members who are present at the meeting or activity will vote. If the vote results in a tie, the disputed issue will be submitted to mediation unless the parties mutually agree to "table" the issue.
  
4. Each Association-appointed nurse's work schedule shall be adjusted upon the nurses' request as long as such request is made at least forty-eight (48) hours in advance, so that each nurse may attend committee meetings, participate in training and events, and perform the research and other work that is related to this committee. Such nurses 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.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SIDE LETTER ON COMMITTEE TO ESTABLISH INITIAL SENIORITY AND EXPERIENCE CREDIT (TA 12.11.19)**

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 thirty (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 ninety (90) days.

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.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SIDE LETTER ON CONTINUATION OF UNIT SPECIFIC LONGEVITY PLANS**

**(TA 6.10.20)**

1. The Employer and Association (hereinafter “the parties”) agree that during the term of this Agreement, bargaining unit nurses will be able to continue:
  - a. Their participation in established and on-going unit-specific Longevity Plans. During the term of this Agreement, there shall be no reduction or diminishment in these benefits.
  - b. If there is a need to consider the modification of a plan or if there is need to develop a new plan, this may only be accomplished by mutual agreement between the parties.
2. No such plan that is developed or modified after the ratification date of this agreement, shall conflict with, or replace, any other provision of this agreement. This includes the fact that there shall be no reduction or diminishment in these benefits during the term of this agreement.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SIDE LETTER**

### Grandfathered Flex Differentials (TA 6.10.20)

For the term of the agreement the following employees will have their Flex differentials grandfathered as follows:

Employee Name	Flex Percentage
Kliem, Janell M.	15%
Standaert, Kristi A.	15%
Harn, Karrie A.	20%
Jahner, Sara M.	12%
Turner, Ashley N.	12%

#### ST. ALEXIUS HEALTH – BISMARCK

#### MINNESOTA NURSES ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### SIDE LETTER ON EMERGENCY DEPARTMENT STAFFING (TA 8.26.20)

1. High quality patient care is the mutual goal of the Employer and the Union. The Employer and the Union agree that the maintenance of an appropriate number of experienced and sufficient patient care staff is an essential element of quality patient care, and that achieving and maintaining that staff is a major objective of both parties and contributes to the best patient care. This Side Letter is aimed at achieving this shared objective in the Hospital's Emergency Department (ED). The Parties agree that the Labor Management Committee will oversee the implementation of this Side Letter and will work on putting into place recommendations that will address the needs of the ED.
2. For twelve months following ratification and to immediately address staffing concerns in the ED, a fourth RN will be scheduled during those hours/shifts where the ED currently has three RNs scheduled.
3. If patient care needs do not support the use of a fourth RN, that fourth RN may be placed on call, offered to float, or called off, subject to the terms of Article 16 and/or Article 17.
4. This Side Letter will remain in effect until the LMC completes its work or fortwelve months following ratification, whichever occurs sooner. If this Side Letter terminates before the LMC issues its recommendations, the Parties will continue to bargain over the issue of ED staffing, to the extent required by law.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Side Letter on Team Leads/Charge Nurses (TA 8.26.20)**

1. The Parties recognize that Team Leads/Charge Nurses play an important role in ensuring the smooth flow of work on the unit by assisting RNs in problem solving, facilitating patient admissions and discharges, coordinating the assignment of work and engaging in other functions that enhance quality patient care. To that end, Team Leads/Charge Nurses are best able to perform these functions when not assigned primary responsibility for patients during their shift. The purpose of this Side Letter is to set forth a framework the Parties can use to move towards a nursing model where the assignment of patients to Team Leads/Charge Nurses is limited and minimal.
2. Recognizing the current challenges in securing adequate RNs and the financial constraints on the Employer, it is the intent of the parties to implement a process that would relieve Team Leads/Charge Nurses of direct patient care assignments, where feasible, while still operating within staffing guidelines.
3. During the first year of the CBA, the Parties may maintain current practices with respect to patient assignments to Team Leads/Charge Nurses. During that time, the Parties will utilize the Labor Management (“LMC”) to begin a review of existing practices and make recommendations as to how direct patient care assignments to Team Lead/Charge Nurses might be limited or eliminated over the course of this collective bargaining agreement (“CBA”).
4. During the second year of the CBA, the LMC will work with Nursing leadership to reduce the reliance on Team Leads/Charge Nurses to perform direct patient assignments focusing on larger nursing units where Team Leads/Charge Nurses could best utilize their time engaged in helping ensure the smooth flow of the unit and optimizing effective utilization of nursing staff.
5. In the last year of the CBA, the Parties will strive to minimize, where feasible, reliance on Team Lead/Charge Nurses taking patient assignments. Recognizing, however, that there will be some units where, due to size or availability of RNs, Team Leads/Charge Nurses will need to take a patient assignment on either a regular or sporadic basis.
6. It is also recognized by the Parties that there are circumstances where the assignment of patients to Team Leads/Charge Nurses is unavoidable. Such situations may include in an emergency, where the delivery of healthcare services or important operations could be compromised or other circumstances outside the control of the Employer.

- 7. Nothing herein would require adding a Team Leader/Charge Nurse to a unit where they do not exist today.

**ST. ALEXIUS HEALTH – BISMARCK**

**MINNESOTA NURSES ASSOCIATION**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SIDE LETTER**

**Placement of nurses on the wage scale (TA 8.26.20)**

- 1. The Parties have agreed to place nurses on the wage scale in the new collective bargaining agreement (2020-2023) based on years of experience as calculated based on the following:

**Years of Experience Credit**

Acute Care or Sub Acute Care	1:1
Home Health	1:1
Long Term Care/Skilled Nursing	2:1
Clinic	2:1
LPN	2:1

- 2. The Hospital provided a list to the Association during negotiations, that contains the wage scale step that each nurse should be placed on, based on the Hospital's data and application of the above years of experience credit. A copy of the Hospital's list is attached hereto as Exhibit 1.
- 3. The pay step placement for each nurse, utilizing the information in Exhibit 1 shall be made available to each individual nurse during the contract ratification vote. If a nurse is unable to attend the ratification vote, the pay step will be available for nurses to pick up in the HR Department.
- 4. Nurses who wish to submit a challenge regarding their individual placement on the wage scale, shall be given ten (10) calendar days from 11:59 on the date of ratification vote, to midnight on the 10<sup>th</sup> calendar day after ratification (to include the ratification date), to submit their challenge via Hospital email to Payroll@primecare.org, who will provide a copy of all challenges to the Association. In order to be considered, the challenge must include documentary evidence such as paystubs, W2 forms or employment records confirming the additional periods of employment for which the

nurse is seeking credit for placement on the wage scale. Nurses who fail to submit a challenge consistent with these timelines waive their right to challenge their wage scale placement.

5. As soon as is practicable following the challenge submission deadline, the Hospital and Association shall jointly review any challenges that are submitted and the Hospital's determination with regard to the challenge. Such challenges will be reviewed by a committee comprised of two representatives appointed by the Union and two representatives appointed by the Hospital. If the challenge does not include documentary evidence supporting the challenge, the committee will deny the nurse's request. Such denial will be final and binding.
6. If the committee cannot reach agreement as to the documentation provided by the nurse, such dispute shall be resolved via the grievance process. The parties will pick a single arbitrator to review submitted documentation to determine if the nurse has provided sufficient documentation of his/her prior employment to secure employment credit for placement on the scale. The burden is on the Nurse/~~Union~~ to provide documentary evidence of the prior experience. If the challenge (or any subsequent grievance regarding the challenge) is deemed successful, the nurse shall be moved to the correct pay step and shall be eligible for any/all resulting back pay.
7. In addition, all Nurses who are hired after the ratification date of this agreement, shall be given a wage scale placement credit based on the Years of Experience Credit set forth in (1), above.
8. Any nurses who, as of the date of contract ratification, earn an hourly wage at or above the amount specified for their appropriate step in the wage scale will continue earning that hourly wage. Such nurses remain eligible for applicable step movement and across the board increases during the term of the agreement.
9. The parties recognize the importance of treating nurses fairly and placing nurses in the correct pay step on the wage scale. All signatories commit their respective institutions to a good faith and timely follow-through on these plans.

ST. ALEXIUS MEDICAL CENTER  
ASSOCIATION

MINNESOTA NURSES

By \_\_\_\_\_

By \_\_\_\_\_