



## **Minnesota Nurses Association**

### **Proposal to**

### **Allina Health**

Abbott Northwestern Hospital and Phillips Eye Institute  
Mercy Hospital  
United Hospital  
Unity Hospital

2022 Contract Negotiations

**March 15, 2022**

**MINNESOTA NURSES ASSOCIATION**

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It is the Union's intent that only the agreed upon language changes be placed in the respective sections of the CBAs. Unmodified language cited in any proposals are intended only to assist in location of the language being modified, as are references in the headings to contract Articles and Sections.

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Date:

Time:



## Minnesota Nurses Association Allina Health System Union Proposals

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### **SYSTEM UNION PROPOSAL #1** **ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT** **MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT** **UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT** **UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

#### **EDUCATIONAL DEVELOPMENT**

##### **Tuition Reimbursement:**

4. The hospital shall pay the nurse minimum reimbursement in the amount of one hundred percent (100%) of tuition and required fees and books up to ~~six~~<sup>three</sup> thousand ~~five hundred~~ dollars (\$~~6,000.00~~<sup>3500.00</sup>) per year, such monies shall be rolled over from year to year for educational course work at an accredited institution under the following circumstances:

- ~~1. The Director of Nursing or designee must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.~~

Date:

Time:

**SYSTEM UNION PROPOSAL #2**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**EDUCATIONAL DEVELOPMENT**

5. The Student Loan Repayment Program shall be implemented by January 1, 2023.

This program allows the Hospital to make payments to the loan holder for a nurse. The Registered Nurse's student loans related to achieving a nursing degree shall be paid off in three (3) years.

As part of the repayment program, an additional commitment to work in the Hospital, as a bargaining unit nurse for an additional two (2) years after the loan is paid off through this program

Once accepted into this program, the Registered Nurse who is receiving this benefit must sign a service agreement to receive payments and remain employed in the service of the Hospital.



Date:

Time:

**SYSTEM UNION PROPOSAL #3**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**EDUCATIONAL DEVELOPMENT:**

Workshops, Courses, Seminars and Other Educational Programs

A nurse may use ~~up to seven hundred and fifty dollars (\$750.00) per year, paid at~~ one-hundred percent (100%) of the amount provided in this Section for materials, attendance, and travel expenses toward attendance at workshops, courses, seminars and other types of educational programs that are:

Date:

Time:

**SYSTEM UNION PROPOSAL #4**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**EDUCATIONAL DEVELOPMENT:**

**Required Education Subsequent to Employment:**

4. Mandatory meetings and required education will be offered or made accessible to the registered nurse during or adjacent to the nurse's scheduled work shift. Skills and mandatory education days will be made equally available at the start of day, evening, and night shift to maximize a nurse's ability to attend. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used. If mandatory education is provided off hospital premises, the nurse will be reimbursed for mileage at the current IRS reimbursement rate from the hospital to the location, reimbursed for parking, and will be compensated for all travel time between the hospital and the location of the required education at the nurse's hourly rate of pay.

Date:

Time:

**SYSTEM UNION PROPOSAL #5**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**EDUCATIONAL DEVELOPMENT:**

**Required Education Subsequent to Employment:**

5. Study Time:

Definition: Time spent outside the regular class time that is required to successfully complete the required activity.

When there is a mandatory educational activity which requires a certain amount of preparation outside of the course or for a mandatory self-learning packet that is required and is completed outside of work time, the employer is accountable to pay for that study time. If the employee cannot be competent without some outside work, the employer is accountable to pay for study time. [All required certifications will be applicable to this section.](#)

Courses which have pre-determined study time attached will include directions as to maximum amounts of study time to be paid and how to code study time for pay purposes. [Study Time will be paid in the pay period in which the class occurred and all overtime, if applicable, would be paid.](#)

Date:

Time:

**SYSTEM UNION PROPOSAL #6**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**EDUCATIONAL DEVELOPMENT:**

Orientation:

4. A nurse shall not be placed in any charge nurse position until the nurse has been trained and has demonstrated the competencies which have been specified for that charge nurse. The charge nurse should ~~be~~ possess a department's specific skills; and have ongoing maintenance of these skills and knowledgeable of available resources for the department.

New Registered Nurse Orientation Program:

The parties agree that registered nurses who are in the first year of licensure or registered nurses with less than one (1) year of acute care experience or registered nurses who are foreign educated with minimal U.S. nursing experience shall be eligible for the following orientation program:

- a. An individualized orientation program will include assessment of skills base and learning style for a minimum of ~~eight weeks- forty (40) shifts, totaling a minimum of three hundred and twenty (320) hours.~~ The orientation period may be increased or decreased by mutual agreement between the orientee, the preceptor, and the manager/designee. The individualized orientation program shall include meetings every two weeks to discuss and identify opportunities for learning and to provide timely feedback on progress. Highly specialized areas that may require a longer period of orientation than provided in this section.
- b. Every effort will be made to schedule the orientee with no more than three (3) preceptors. (Exceptions may need to be identified.) The orientee will follow a preceptor's schedule where possible.

Date:

Time:

If a nurse has more than three (3) preceptors during their orientation period, the Union will be given notice. If none of the initial, designated, three (3) preceptors are available during an orientee's scheduled shift, that shift will not count toward a nurse's required orientation time. A meeting will be held with the orientee, the preceptor, manager, and the union representative to determine the impact of such exception. Unit exceptions to this provision shall be made by mutual agreement between the Hospital and the Union.

#### Experienced Nurse Orientation Program:

Registered Nurses who are hired with recent hospital experience from the same specialty area will have an individualized orientation program for a minimum of ~~three to four weeks~~ twenty-five (25) shifts, totaling a minimum of two hundred (200) hours. Registered nurses who transfer within the bargaining unit will have a mutually agreed upon individualized orientation program. There are highly specialized areas that may require a longer period of orientation than ~~three (3) to four (4) weeks~~ provided in this section.

Date:

Time:

**SYSTEM UNION PROPOSAL #7**  
**ABBOTT ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**MERCY ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITED ARTICLE 2, EDUCATIONAL DEVELOPMENT**  
**UNITY ARTICLE 13, EDUCATIONAL DEVELOPMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**EDUCATIONAL DEVELOPMENT:**

Preceptor Program:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Educational Development) in each of the respective collective bargaining agreements to provide for increases to Preceptor Program.

Date:

Time:

**SYSTEM UNION PROPOSAL #8**  
**ABBOTT ARTICLE 3, HOURS**  
**MERCY ARTICLE 3, HOURS**  
**UNITED ARTICLE 3, HOURS**  
**UNITY ARTICLE 2, HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**HOURS:**

Bonus for Extra Unscheduled Weekend Shifts:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Hours) in each of the respective collective bargaining agreements to provide for increases to Bonus for Extra Unscheduled Weekend Shifts.

Date:

Time:

**SYSTEM UNION PROPOSAL #9**  
**ABBOTT ARTICLE 3, HOURS**  
**MERCY ARTICLE 3, HOURS**  
**UNITED ARTICLE 3, HOURS**  
**UNITY ARTICLE 2, HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**HOURS**

2. A nurse electing this program will be scheduled to work two twelve- (12) hour shifts or three (3) eight- (8) hour shifts on consecutive days during the above period on every weekend. The nurse will receive their regular rate of pay plus an hourly differential of ten dollars (\$10.00) for each hour worked under this agreement. All hours worked in addition to the Weekend Scheduling Program will be paid at the regular rate of pay unless overtime rates of pay apply. Nurses designated as preceptors or charge will continue to receive such pay in addition to the weekend scheduling program differential. [The Weekend Scheduling Program differential shall be paid for benefit time used.](#)



Date:

Time:

**SYSTEM UNION PROPOSAL #10**  
**ABBOTT ARTICLE 3, HOURS**  
**MERCY ARTICLE 3, HOURS**  
**UNITED ARTICLE 3, HOURS**  
**UNITY ARTICLE 2, HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**HOURS:**

Breaks:

After any unit/station demonstrates a pattern for three (3) months of RNs not receiving appropriate meal and rest breaks, this shall trigger a review by the Hospital Labor/Management group to review appropriate numbers of RNs assigned to the shift. [The hospital will provide the data broken down by day and shift to the Union before any such meeting and upon request.](#)

A nurse will not be required to remain on the unit or available for patient care during any unpaid meal or paid rest break.

There shall be an established system or process [through Kronos or a similar timecard software](#) for a nurse to record a missed 15-minute [and/or](#) missed meal break, which may include, for example, an appropriate electronic entry [like F8 "missed meal breaks."](#) ~~or the use of a variance form.~~

Date:

Time:

**SYSTEM UNION PROPOSAL #11**  
**ABBOTT ARTICLE 3, HOURS**  
**MERCY ARTICLE 3, HOURS**  
**UNITED ARTICLE 3, HOURS**  
**UNITY ARTICLE 2, HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**HOURS:**

**Short Notice Bonus**

The Employer and the Union recognize that ensuring all shifts are filled will help avoid unsafe staffing situations. Accordingly, the Hospital will offer triple time in addition to any otherwise applicable premiums and differentials, for a minimum of four (4) hours for any shifts that are not filled at least twenty-four (24) hours prior to the start of the shift. Hours will be awarded per the current staffing and scheduling agreements or guidelines.

Date:

Time:

**SYSTEM UNION PROPOSAL #12**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**SALARY:**

A. Salary and Increments:

1. The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) to become effective with the pay period beginning closest to June 1, ~~2022~~2019, June 1, ~~2023~~2020, and June 1, ~~2024~~2021, shall be shown on the Salary Charts. Nurses will have the ability to immediately access their current salary and number of hours until their next salary step increase via the Hospital's electronic record system.

Date:

Time:

**SYSTEM UNION PROPOSAL #13**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Charge Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Charge Differential increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #14**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Preceptor Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Preceptor Differential increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #15**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Shift Differential:

1. Day/Evening Shift Differential or Day/Night Shift Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Day/Evening Differentials or Day/Night Shift Differential.

Date:

Time:

**SYSTEM UNION PROPOSAL #16**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Shift Differential:

2. Straight Evening Shift Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Straight Evening Shift Differential increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #17**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Shift Differential:

3. Straight Night Differential or Evening/Night Shift Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Wages) in each of the respective collective bargaining agreements to provide for Straight Night Differential or Evening/Night Shift Differential increases.



Date:

Time:

**SYSTEM UNION PROPOSAL #18**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Float Pool Differential:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Float Pool Differential increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #19**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Weekend Premium:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Weekend Premium increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #20**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**SALARY:**

Floating Out of the Community (Abbott)/Companion Unit (Mercy)/Primary Unit (United/Unity)

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Salary) in each of the respective collective bargaining agreements to provide for Floating Out of the Community (Abbott)/Companion Unit (Mercy)/Primary Unit (United/Unity) increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #21**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**SALARY**

Double Back Pay: RNs shall be paid a premium of one-half (1/2) their base rate of pay for hours worked after receiving less than ten (10) hours off between any shifts regardless of hours worked in either shift. Double back pay will not be paid for hours worked as a result of RNs voluntarily exchanging hours, self-scheduled shifts, for meetings, and education offerings (excluding mandatory education) that result in less than ten (10) hours between shifts.

Date:

Time:

**SYSTEM UNION PROPOSAL #22**  
**ABBOTT ARTICLE 4, SALARY**  
**MERCY ARTICLE 4, SALARY**  
**UNITED ARTICLE 4, SALARY**  
**UNITY ARTICLE 5, SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**SALARY**

Employment Anniversary: A nurse will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the anniversary of their first day of employment at the Hospital, to equal two (2) times the nurse's regular rate of pay, or will be given one (1) hour of compensatory straight time off within a four- (4) week period before or after said anniversary for each hour worked on the anniversary. The nurse shall choose the method of reimbursement or combination of methods.

Date:

Time:

**SYSTEM UNION PROPOSAL #23**  
**ABBOTT ARTICLE 5, ON CALL DUTY**  
**MERCY ARTICLE 5, ON CALL DUTY**  
**UNITED ARTICLE 5, ON CALL DUTY**  
**UNITY ARTICLE 14, ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**ON-CALL DUTY:**

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall have their weekend call schedules posted encompassing a period of six (6) months.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty. Nurses that are called in who work past midnight and are scheduled to work the following day shift will have the option of being released from partial or full scheduled work shift based on nurse fatigue.

Date:

Time:

**SYSTEM UNION PROPOSAL #24**  
**ABBOTT ARTICLE 5, ON CALL DUTY**  
**MERCY ARTICLE 5, ON CALL DUTY**  
**UNITED ARTICLE 5, ON CALL DUTY**  
**UNITY ARTICLE 14, ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**ON-CALL DUTY:**

On-call duty shall be compensated as follows:

Off-Premises On-Call Pay:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (On-Call Duty) in each of the respective collective bargaining agreements to provide for On-Call Duty increases.

Date:

Time:

**SYSTEM UNION PROPOSAL #25**  
**ABBOTT ARTICLE 5, ON CALL DUTY**  
**MERCY ARTICLE 5, ON CALL DUTY**  
**UNITED ARTICLE 5, ON CALL DUTY**  
**UNITY ARTICLE 14, ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

**ON-CALL DUTY:**

On-Premises On-Call Pay:

The Minnesota Nurses Association proposes to modify language in the applicable Sections (On-Call Duty) in each of the respective collective bargaining agreements to provide for On-Call Duty increases.



Date:

Time:

**SYSTEM UNION PROPOSAL #26**  
**ABBOTT ARTICLE 5, ON CALL DUTY**  
**MERCY ARTICLE 5, ON CALL DUTY**  
**UNITED ARTICLE 5, ON CALL DUTY**  
**UNITY ARTICLE 14, ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**ON-CALL DUTY:**

Holiday On-Call Pay:

Nurses on-call, either on- or off-premise, on any of the recognized holidays shall receive an additional ~~fifty~~ twenty-five percent (25%) of their hourly wage cents (50¢) per hour above the applicable on-call rate.

Date:

Time:

**SYSTEM UNION PROPOSAL #27**  
**ABBOTT ARTICLE 5, ON CALL DUTY**  
**MERCY ARTICLE 5, ON CALL DUTY**  
**UNITED ARTICLE 5, ON CALL DUTY**  
**UNITY ARTICLE 14, ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

New language to be added to On-Call Duty at the end of the Section:

**ON-CALL DUTY:**

E. Nurses who pick up extra call hours on a weekend shall receive a bonus of one hundred (\$100) dollars for each extra eight (8) hour call shift pick up.

Date:

Time:

**SYSTEM UNION PROPOSAL #28**  
**ABBOTT ARTICLE 6, PART TIME NURSES**  
**ABBOTT ARTICLE 8, HOLIDAYS FOR FULL-TIME EMPLOYEES**  
**MERCY ARTICLE 9, HOLIDAYS**  
**UNITED ARTICLE 8, HOLIDAYS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**HOLIDAYS:**

Paid Holidays:

Nurses will be granted the following ~~eight six (86)~~ holidays with pay: New Year's Day, [Martin Luther King, Jr. Day](#), Memorial Day, [Juneteenth](#), Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Full-time nurses shall be provided with three (3) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the hospital. The holiday shall be determined to be the twenty-four (24) hour period commencing at 11:00 p.m. on the night shift preceding the holiday and ending at 11:30 p.m. the night morning after of the holiday, excluding Christmas and New Year's holidays.

[For holiday pay purposes only, Martin Luther King, Jr. Day and Juneteenth will be compensated as holidays, however, for purposes of holiday scheduling they will be treated as regular calendar days.](#)

Holiday Scheduling: Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than ~~half three~~ [\(3\)](#) of the specified holidays in this Section \_\_\_ in any calendar year.

A full-time nurse shall not be expected to work more than three (3) of the six (6) specified holidays in this Section 9 in any calendar year.

A non-15-year full-time nurse who works more than three (3) of the six (6) specified holidays shall be paid an additional ~~one hundred fifty~~ [one hundred](#) dollars (\$~~100.00~~~~50.00~~) for each full holiday shift. A holiday bonus shall not be paid if an additional holiday is worked as a result of nurses voluntarily exchanging hours.

Date:

Time:

## **UNITY ARTICLE 8. PAID TIME OFF**

### Holidays:

The ~~eight~~six (86) observed holidays specified for hospital RNs are:

- Christmas Day (32-hour holiday: December 24, 1500 – December 25, 2330)
- New Year's Day (32-hour holiday: December 31, 1500 – January 1, 2330)
- Martin Luther King, Jr. Day (for purposes of pay only)
- Memorial Day
- Juneteenth (for purposes of pay only)
- Fourth of July
- Labor Day
- Thanksgiving Day

### Holiday Scheduling:

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Martin Luther King, Jr Day, Memorial Day, Juneteenth, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day.

A nurse shall not be expected to work more than three (3) of the ~~eight~~six (86) specified holidays in this section in any calendar year.

A non-15 year full-time nurse who works more than three (3) of the ~~eight~~six (86) specified holidays shall be paid an additional one hundred and fifty dollars (\$150.00) for each full holiday shift. A holiday bonus shall not be paid if the additional holiday is worked as a result of nurses voluntarily exchanging hours.

Date:

Time:

**SYSTEM UNION PROPOSAL #29**  
**ABBOTT ARTICLE 9, VACATIONS**  
**MERCY ARTICLE 10, VACATIONS**  
**UNITED ARTICLE 9, VACATIONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**VACATIONS**

A. Vacation Accrual:

Staff nurses who have completed one (1) full year of continuous service in the hospital will be granted ~~two~~ four (~~4~~2) calendar weeks' vacation with pay; after completing two (2), three (3), or four (4) full years of continuous service, will be granted ~~three~~ five (~~3~~5) calendar weeks' vacation with pay; and after completing five (5) full years of continuous service through the fourteenth (14<sup>th</sup>) year, will be granted ~~four~~ six (~~4~~6) calendar weeks' vacation with pay. At fifteen (15) through nineteen (19) years of continuous service, will be granted ~~four~~ six (~~4~~6) calendar weeks and three (3) days. At twenty (20) years of continuous service, nurses will be granted ~~five~~ seven (~~5~~7) weeks of vacation.

Assistant head nurses who have completed one (1) full year of continuous service in the hospital will be granted ~~two~~ four (~~2~~4) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service, will be granted ~~three~~ five (~~3~~5) calendar weeks' vacation with pay; and after completing four (4) full years of continuous service through the 14<sup>th</sup> year, will be granted ~~four~~ six (~~4~~6) calendar weeks' vacation with pay. At fifteen (15) through nineteen (19) years of continuous service, will be granted ~~four~~ six (~~4~~6) calendar weeks and three (3) days. At twenty (20) years of continuous service, nurses will be granted ~~five~~ seven (~~5~~7) weeks of vacation.

Vacation shall be accrued from the nurse's most recent date of employment by the hospital. A nurse may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with vacation scheduling provisions in this Contract.

Vacation shall be accrued based on compensated hours as such hours are defined in Section "Part-Time Nurses," Subsection Eligibility and Accumulation of Benefits. The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual

Date:

Time:

number of hours of vacation to which a nurse would be entitled based on the above schedule by 2080 hours and shall be as follows:

1. ~~Four~~Two (42) weeks' vacation - ~~.0769~~.0385 vacation hours accrued for each compensated hour.
2. ~~Five~~Three (53) weeks' vacation - ~~.0961~~.0577 vacation hours accrued for each compensated hour.
3. ~~Six~~Four (64) weeks' vacation - ~~.1155~~.0769 vacation hours accrued for each compensated hour.
4. ~~Six~~Four (64) weeks and three (3) days' vacation - ~~.1269~~.0884 vacation hours accrued for each compensated hour.
5. ~~Seven~~Five (75) weeks' vacation - ~~.1346~~.0964 vacation hours accrued for each compensated hour.

There are no annual or payroll period maximums on vacation accrual .

During the first year of employment, staff and assistant head nurses shall accrue vacation at the rate of ~~.0769~~.0385 hours of vacation for each compensated hour.

During the second and third years of employment, staff and assistant head nurses shall accrue vacation at the rate of ~~.0961~~.0577 hours of vacation for each compensated hour.

During the fourth year of employment, a staff nurse will continue to accrue vacation at the rate of ~~.1155~~.0577 hours of vacation for each compensated hour.

During the fourth year of employment and thereafter, an assistant head nurse will accrue vacation at the rate of ~~.1269~~.0769 hours of vacation for each compensated hour.

During the fifth through the end of the 14<sup>th</sup> year of employment, a staff nurse will accrue vacation at the rate of ~~.1346~~.0769 hours of vacation for each compensated hour.

During fifteen (15) years through nineteen (19) years of continuous calendar service with the hospital, staff nurses and assistant head nurses in the bargaining unit shall accrue vacation at the rate of .0884 hours accrued for each compensated hour, excluding off-premise call hours.

Date:

Time:

During twenty (20) years or more of continuous calendar years' service with the hospital in the bargaining unit, staff nurses and assistant head nurses shall accrue vacation at the rate of .0961 hours accrued for each compensated hour, excluding off-premise call hours.

**UNITY ARTICLE 8, PAID TIME OFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**PTO ACCRUAL SCHEDULE:**

The following PTO accrual schedule shall be in effect for all Unity hospital RNs:

Years of Completed Service	Rate per Compensated Hour	Maximum Hours Earned per Year	Maximum Days per Year
Zero to four (4) years	<del>.1539</del> .1155	<del>320</del> 240 hours	<del>30</del> days
After four (4) years	<del>.1730</del> .135	<del>360</del> 280 hours	<del>35</del> days
After nine (9) years	<del>.1846</del> .146	<del>384</del> 304 hours	<del>38</del> days
After nineteen (19) years	<del>.1923</del> .1539	<del>400</del> 320 hours	<del>40</del> days

Date:

Time:

**SYSTEM UNION PROPOSAL #30**  
**ABBOTT ARTICLE 9, VACATIONS**  
**MERCY ARTICLE 10, VACATIONS**  
**UNITED ARTICLE 9, VACATIONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**VACATION SCHEDULING:**

1. The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the hospital as defined in Section "Temporary Staffing Adjustments" shall be given preference. Where a hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration. [If a nurse who has scheduled vacation approved terminates their employment, is on worker compensation/transitional work budget/work accommodation or is unable to utilize the approved vacation due to a Leave of Absence, prior to those scheduled dates, those targets shall be returned to the unit for use.](#)

**UNITY ARTICLE 8, PAID TIME OFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**SCHEDULED PTO REQUESTS:**

1. Establishing Yearly PTO/Vacation Targets:



Date:

Time:

By January 1st of each year, each unit will determine the number of vacation shifts available considering PTO balances, unit budget, unscheduled PTO usage, and the PTO eligibility for each nurse for the next year. Out of this total, the employer will establish a consistent number of vacation spots for each day. Vacation targets will remain consistent and not be adjusted to compensate for vacant positions or medical leaves unless the manager reviews the need to adjust the targets temporarily with MNA and there is agreement by the nurses on the unit.

The Unit will post a calendar that outlines the number of vacation slots available per day. When nurses request pre-scheduled time off and are granted scheduled PTO, the calendar will be updated and those formerly available slots will be crossed out so that the nurses can view the available time. [If a nurse who has scheduled PTO approved terminates their employment, is on worker compensation/transitional work budget/work accommodation or is unable to utilize the approved PTO due to a Leave of Absence, prior to those scheduled dates, those targets shall be returned to the unit for use.](#)

Date:

Time:

**SYSTEM UNION PROPOSAL #31**  
**ABBOTT ARTICLE 10, LEAVE WITH PAY FOR ILLNESS OR INJURY**  
**MERCY ARTICLE 11, SICK LEAVE**  
**UNITED ARTICLE 10, SICK LEAVE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**LEAVE WITH PAY FOR ILLNESS/INJURY:**

A. Sick Leave Accumulation:

Nurses will be entitled to sick leave with pay for personal illness. not to exceed the accumulated amount. Sick leave will be earned and accumulated at the rate of one (1) day for every month the nurse is continuously employed. until ninety (90) days of sick leave have been earned and accumulated. The accrual rate is one (1) day for every 173.3 hours the nurse is continuously employed. So long as a nurse has ninety (90) days of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of ninety (90) days of accumulated and unused sick leave. Nurses who have accrued the maximum sick leave of seven hundred and twenty (720) hours will have any additional sick leave hours earned converted at a ratio of twenty-four (24) hours of sick time to ~~twenty-four~~~~eight~~ (248) hours of vacation time. An automatic conversion will occur when 24 hours of sick leave would have accrued over the seven hundred and twenty (720) maximum. Those twenty-four (24) hours will convert to ~~eight~~ ~~twenty-four~~ four hours of vacation which will be added to the employee's vacation balance.

Date:

Time:

**SYSTEM UNION PROPOSAL #32**  
**ABBOTT ARTICLE 10, SICK LEAVE**  
**MERCY ARTICLE 11, SICK LEAVE**  
**UNITED ARTICLE 10, SICK LEAVE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**LEAVE WITH PAY FOR ILLNESS/INJURY:**

F. Sick Time Payout on Retirement:

At the time of retirement, a nurse will receive a cash payout of the nurse's sick leave balance above ~~two~~four hundred (~~200~~400) hours .

Date:

Time:

**SYSTEM UNION PROPOSAL #33**  
**ABBOTT ARTICLE 13, LEAVE OF ABSENCE**  
**MERCY ARTICLE 13, LEAVE OF ABSENCE**  
**UNITED ARTICLE 13, LEAVE OF ABSENCE**  
**UNITY ARTICLE 12, LEAVE OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**LEAVE OF ABSENCE:**

Critical Illness and Death or Serious/Disabling Illness in the Immediate Family:

A leave of absence without pay of up to ninety (90) calendar days will be granted to a nurse for critical illness or death in the immediate family; a leave of absence without pay of up to twenty-one (21) calendar days will be granted to a nurse for serious or disabling illness/injury in the immediate family. Immediate family includes parents, parents-in-law, grandparents, spouses, life partners, brothers, sisters, children, grandchildren, step-parents, step-children, [grandparent in-laws, former spouses or life partners in which there are shared minor children](#), and others as may be agreed upon between the nurse and the hospital. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The hospital will not permanently fill the nurse's position during the period of leave of absence.

Nurses exercising their rights under the Critical Illness or Death in the Family provision in this contract shall be eligible to use accrued benefit time if they request to do so.

Date:

Time:

**SYSTEM UNION PROPOSAL #34**  
**ABBOTT ARTICLE 13, LEAVE OF ABSENCE**  
**MERCY ARTICLE 13, LEAVE OF ABSENCE**  
**UNITED ARTICLE 13, LEAVE OF ABSENCE**  
**UNITY ARTICLE 12, LEAVE OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**LEAVE OF ABSENCE:**

Bereavement Leave:

A leave of absence without loss of pay of three (3) days will be granted, upon request of the nurse, in case of death in the immediate family (loss of parents, parents-in-law, [brother-in-law](#), [sister-in-law](#), siblings, children, spouses, life partners, grandparents, grandchildren, step-parents, step-children, [grandparent in-laws](#), [former spouses or life partners in which there are shared minor children](#)) for the purpose of attending the funeral and/or death-related events.

[A leave of absence without loss of pay of fourteen \(14\) days will be granted, upon request of the nurse, in the case of death of a nurse's minor child or miscarriage. In addition, a nurse may, upon the request of the nurse, be allowed to extend this leave per the provisions of the Critical Illness and Death or Serious/Disabling Illness in the Immediate Family section of the contract. Nurses taking bereavement for the loss of a minor child or miscarriage may use sick time, vacation, or short-term disability for bereavement counselling and whole person care.](#)

It is the intent of this section to also include persons who have been a parental figure to the employee and/or for whom the nurse is a parent figure; e.g., foster parents, foster children, an aunt who raised the employee, a person for whom the employee filled the role as a parent, etc.

If a nurse has been court-appointed as a legal guardian or conservator and is legally responsible for another individual's medical or financial decisions, that person will be considered appropriate for this benefit.

In the case of extended travel in excess of three hundred (300) miles one way, a fourth (4th) day will be granted. Normally, such leave shall include the following: the day of the funeral, one or two days prior to the funeral, and one or two days

Date:

Time:

after the funeral, subject to the limits above. However, there may be situations for which non-consecutive bereavement leave days are appropriate and will be granted at the request of the nurse. In those cases in which the death occurred during a nurse's scheduled vacation, the nurse may substitute bereavement leave for vacation hours.

Upon request, a nurse ~~may~~ shall be granted unpaid bereavement leave, or be allowed to use accrued vacation, for the death of person(s) not otherwise covered by this Section.

Date:

Time:

**SYSTEM UNION PROPOSAL #35**  
**ABBOTT ARTICLE 13, LEAVE OF ABSENCE**  
**MERCY ARTICLE 13, LEAVE OF ABSENCE**  
**UNITED ARTICLE 13, LEAVE OF ABSENCE**  
**UNITY ARTICLE 12, LEAVE OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**LEAVE OF ABSENCE:**

~~Maternity/Paternity/Adoption~~Parental:

Leave of absence ~~without pay~~ will be granted to nurses for maternity/paternity/birth and adoption for a period of up to one (1) calendar year as follows:

1. ~~The employer shall provide paid maternity/paternity leave f~~For a period of up to ~~twelve (12) weeks four (4) calendar months of the leave~~ commencing at or after the date of birth or adoption, delivery, or an earlier date if requested by the nurse for a non-medical reason. ~~At the conclusion of the paid maternity/paternity leave the nurse may take an additional four (4) weeks of time off and may use including the period of~~ accumulated ~~benefit time (vacation, sick time, personal holidays, etc)~~sick leave, ~~or take this time in an unpaid status.~~ ~~during or~~ At the conclusion of ~~the leave period, of which~~ the nurse will be returned to ~~her or his~~their previous position. In the event the nurse is disabled for a period in excess of four (4) calendar months following the birth, the nurse will retain her or his right to her or his previous position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater. ~~Sick leave with pay is granted only for the period of the disability relating to the birth of a child, unless in the case of paternity and/or adoption leave where the child is ill. In the event an infant child dies while an employee is using Maternity/Paternity/Adoption leave for that infant, Adoption/Childbirth shall continue for the duration provided in this section.~~

Parental leave may be divided into two separate leave periods provided that no more than twelve (12) weeks total parenting leave shall be granted, and such leave shall be taken within one (1) year of commencement of the initial leave. At the conclusion of such leave, the employee shall be returned to their previous position.

Date:

Time:

**SYSTEM UNION PROPOSAL #36**  
**ABBOTT ARTICLE 13, LEAVE OF ABSENCE**  
**MERCY ARTICLE 13, LEAVE OF ABSENCE**  
**UNITED ARTICLE 13, LEAVE OF ABSENCE**  
**UNITY ARTICLE 12, LEAVE OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**LEAVE OF ABSENCE:**

Family Leave:

All employees who work or are scheduled an average of .4 FTE or more are eligible to care for immediate family members' health conditions. Leave under this section shall be limited to twelve (12) weeks of paid leave per qualifying event per twelve (12) month rolling period at the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. A family member's health condition that qualifies for this leave is an illness, injury, impairment or physical or mental condition.

At the conclusion of such leave, the employee shall be returned to their previous position.



Date:

Time:

**SYSTEM UNION PROPOSAL #37**  
**ABBOTT ARTICLE 13, LEAVE OF ABSENCE**  
**MERCY ARTICLE 13, LEAVE OF ABSENCE**  
**UNITED ARTICLE 13, LEAVE OF ABSENCE**  
**UNITY ARTICLE 12, LEAVE OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**ASSOCIATION ACTIVITIES:**

In addition, nurses selected to serve as a regular or alternate member of the Association Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for ~~time~~ all hours spent serving in this capacity. ~~not to exceed shifts actually lost from work due to such involvement. In addition, no nurse serving in either role shall have their time off requests denied for time spent serving in this capacity. Nurses may choose to take this time with benefit accumulation only or with accrued benefit time.~~

Date:

Time:

**SYSTEM UNION PROPOSAL #38**  
**ABBOTT ARTICLE 17, DISCIPLINE AND TERMINATION OF EMPLOYMENT**  
**MERCY ARTICLE 18, DISCIPLINE AND TERMINATION OF EMPLOYMENT**  
**UNITED ARTICLE 17, DISCIPLINE AND TERMINATION OF EMPLOYMENT**  
**UNITY ARTICLE 10, DISCIPLINE AND TERMINATION OF EMPLOYMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**DISCIPLINE AND TERMINATION OF EMPLOYMENT:**

No nurse shall be disciplined except for just cause. The parties agree that the principles of just cause will be applied where there is a need to take disciplinary action. Except in cases where immediate termination is appropriate, the hospital will utilize a system of progressive discipline, [whereupon, employees are advanced through the various levels of corrective action only for repeating similar offenses for which they have received prior discipline.](#)

[Progressive discipline will be issued as follows:](#)

- [1. verbal warning](#)
- [2. written warning](#)
- [3. final written warning](#)
- [4. suspension](#)
- [5. termination](#)

4<sup>th</sup> Paragraph

~~Upon request of the nurse or the Association,~~ [All](#) written documents relating to any oral or written disciplinary warning will be removed from the nurse's personnel file at any time after ~~three (3)~~ [six \(6\) months](#)~~year~~ from the date of the most recent incident, providing no further warnings or other disciplinary action [for similar offenses](#) have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the hospital and the Association. In no case will a warning which would, if requested, be removed from the nurse's file be considered in future discipline or in arbitration proceedings.

Date:

Time:

**SYSTEM UNION PROPOSAL #39**  
**ABBOTT ARTICLE 22, HEALTH AND SAFETY**  
**MERCY ARTICLE 22, HEALTH AND SAFETY**  
**UNITED ARTICLE 22, HEALTH AND SAFETY**  
**UNITY ARTICLE 22, HEALTH AND SAFETY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**Physical Violence and Verbal Abuse**: The Hospital will have a trained response team(s) which will respond to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. This response team will include, at minimum, security, a staff social worker, registered nurse, and provider for all team responses. A process will be developed to record and report these incidents of a non-emergency nature. These records will be evaluated by the Hospital's Nursing Health and Safety Committee or other committee designated by the parties when the situation involves a registered nurse.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital campus. Additionally, all nurses will be supplied with an alert device ("Panic Button") for all hours in which they are working.

Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment. Security shall be staffed at all entrances and exits that do not have controlled access mechanisms.

The Hospital shall install metal detectors/weapon density detectors at all entrances open to public use and will be staffed by security staff.

Upon the request of a nurse, the Hospital shall provide an escort for any nurses who feel that for their own safety require an additional member of security staff to accompany them to their transportation to and from the Hospital before, after, or during their shift.

The Hospital shall provide controlled entrances at the facility that are exclusively dedicated for staff usage.

The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence

Date:

Time:

toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.

Registered Nurses shall not be required to have their last names shared or made available to patients or patient families without their consent. This includes, but is not limited to, patient or patient family access to assignment sheets, nurse ID badges, electronic charting, or nursing notes.

The Hospital will provide at least eight hours of classroom (face-to-face) Code Green/Green Alert training each year for all staff. One of the trainers will be an RN clinical expert.

On obstetric units, a social screen is to be completed upon admission to determine appropriate security measures.

Signage will be posted and clearly visible at all nurse stations on all units in the Hospital that indicates violence of any kind is not permitted on Hospital premises.

That Hospital shall immediately notify all staff **working on the premises** if there is an event in the vicinity of the hospital or that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, visitors, and employees.

If a nurse(s), in their professional judgement, assess that a behavioral contract for the family members or guests of a patient is necessary for their safety and the safety of others, said behavioral contract will be made and instituted until the nurse deems the contract is no longer necessary.

The Hospital will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing through EAP services. Nurses are encouraged to report all incidents of workplace violence and to contact the Employee Occupational Health or the Emergency Department following any incident of workplace violence. Employee Occupational Health will contact the nurse's leader to coordinate the implementation of post-incident protocols and facilitate support and resources for the affected employee(s) (such as EAP services).

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). The intent of the debrief is to create a safe space for staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible (reasonable effort will be made to have this debrief in 72 hours) after report of the event has been received. It is understood that nurses are not to be held responsible in full or part for any verbal or physical assaults against nurses.

Date:

Time:

In addition, a registered nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away is needed the Employee Occupational Health will explore options with the nurse via programs and resources and offerings available such as paid administrative leave and assistance with the Workers' Compensation process.

~~Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, †~~The Hospital agrees to grant the nurse ~~up to the next~~ three consecutive ~~calendar days~~ scheduled shifts off without loss of pay immediately following the date of the incident, at the nurse's discretion, in the form of paid administrative leave in order to allow the nurse to recover from physical and mental injuries. The incident of workplace violence must be reported by the nurse in order for the nurse to be eligible for any paid administrative leave. However, if a report is made more than three days after the event (but in no event later than ten days) administrative leave may be provided retroactively.

A nurse who has experienced violence that was committed by a patient, that patient's family, or that patient's visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse ~~or in the case of emergency~~.

Date:

Time:

**SYSTEM UNION PROPOSAL #40**  
**ABBOTT ARTICLE 23, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**  
**MERCY ARTICLE 25, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**  
**UNITED ARTICLE 27, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**  
**UNITY ARTICLE 18, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**ASSOCIATION COMMUNICATION AND CHAIRPERSONS:**

**Release Time for Union Activity**

In addition to the foregoing leaves, and, upon request from the Association, the Hospital shall grant time off to nurses for official Association business so long as the number of nurses absent for Association business does not impose an unreasonable burden on the Hospital and the Hospital receives reasonable notice, defined as at least two (2) weeks prior to the posting of the schedule over which the leave commences.

Such leaves may be either Short Term Leaves or Long-Term Leaves.

Short Term Leaves are defined as leaves for up to thirty (30) days. Nurses will continue to accrue seniority and receive all benefits provided for by this Agreement during such leaves. Nurses may apply for intermittent periods of up to 30 days.

Long Term Leaves are leaves from thirty (30) days to a maximum of one (1) year, renewable during the duration of this Agreement. Nurses will continue to accrue seniority and receive all benefits during such leave.

Date:

Time:

**SYSTEM UNION PROPOSAL #41**

**ABBOTT ARTICLE 14, TEMPORARY STAFFING ADJUSTMENTS**

**MERCY ARTICLE 15, TEMPORARY STAFFING ADJUSTMENTS, LOW NEED DAYS AND LAY OFF**

**UNITED ARTICLE 14, TEMPORARY STAFFING ADJUSTMENTS, LOW NEED DAYS AND LAY OFF**

**UNITY ARTICLE 7, VOLUNTARY AND MANDATORY LOW NEED AND LAYOFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**ABBOTT NORTHWESTERN**

e. Seniority Lists:

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the hospital each [month concurrent with the end of the last pay period of that month](#) ~~six (6) months~~ and provided to the Minnesota Nurses Association. [This list will also be posted monthly in each unit of the facility on the Association bulletin board.](#)

**MERCY AND UNITED**

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be provided by the Hospital to the Minnesota Nurses Association each month concurrent with the end of the last pay period of that month. [This list will also be posted monthly in each unit of the facility on the Association bulletin board.](#)

**UNITY**

d. Seniority Lists:

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the hospital monthly and provided to the Minnesota Nurses Association. [This list will also be posted monthly in each unit of the facility on the Association bulletin board.](#)

Date:

Time:

**SYSTEM UNION PROPOSAL #42**  
**ABBOTT ARTICLE 21, GRIEVANCE PROCEDURE**  
**MERCY ARTICLE 23, GRIEVANCE PROCEDURE**  
**UNITED ARTICLE 25, GRIEVANCE PROCEDURE**  
**UNITY ARTICLE 9, GRIEVANCE PROCEDURE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**GRIEVANCE PROCEDURE:**

A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement. The hospital will not implement any changes in practice that are being challenged through the grievance process until the grievance is resolved by mutual agreement or by an arbitrator's decision.

- A. Step 1. The Union/nurse will informally discuss the grievance with the nurse's first level supervisor above an assistant head nurse.



Date:

Time:

**SYSTEM UNION PROPOSAL #43**

**ABBOTT ARTICLE 23, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**MERCY ARTICLE 25, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**UNITED ARTICLE 27, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**UNITY ARTICLE 18, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**NEW ARTICLE RACIAL JUSTICE, EQUITY, AND INCLUSION:**

The Hospital and Union understand the benefits of an equitable, diversified, and inclusive workplace. The Union and Hospital agree that there shall be no discrimination by the Employer of any kind against any Registered 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 Collective Bargaining Agreement.

The Employer and the Union acknowledge that patients and staff alike deserve a diverse and valued workforce where everyone is treated with respect, dignity, and equity. Employees are entitled to a just and supportive work environment, where they are treated with dignity and respect, regardless of sex, gender identity/expression, sexual orientation, race, color, creed, religion, national origin, age, disability, marital status or any other protected characteristic.

To ensure best practices and mutual work on achieving an equitable and inclusive work environment the Hospital and the Union agree to the following provision:

**A. Equity, Diversity, and Inclusion Committee**

The parties commit to creating a diverse committee which will be empowered to review and make changes to Hospital policies and procedures regarding equity and inclusion. This committee will continuously study and conduct needs

Date:

Time:

assessments in relation to Equity, Diversity, Inclusion practices and will retain the ability to identify additional areas of opportunity for improvement.

This committee will be combined of the following:

1. Three (3) Hospital representatives, of the Hospital's choosing.
2. Three (3) representatives of community organizations, to be chosen jointly by the Union and Hospital.
3. Three (3) Union representatives, of the Union's choosing.

Union representatives will be provided a reasonable amount of paid time to carry out Committee responsibilities including, but not limited to, preparing for and participating in Committee meetings, trainings, and other committee activities. The Committee shall meet as determined by the parties, but no less than quarterly during each fiscal year. The scope of topics includes, but is not limited to:

1. Participate in the development, review, and implementation of initiatives in response to information gathered from the Hospital's annual Community Health Needs Assessment (CHNA).
2. Create action plans, policies, and procedures to address any identified opportunities in the CHNA report with the intent to help meet the needs of the community.
3. Create a standardized process for investigating racial harassment and discrimination.
  - i. The results and a detailed report of each investigation will be forwarded to the Union Chairpersons and the local Racial Equity Steward.
4. Create and implement Equity, Diversity, and Inclusion trainings, which will be made available to hospital employees, leadership, community partners, and the Union at least annually or as deemed necessary by the Committee.
5. The committee will develop a Blind Resume Review process, which would ensure equitable hiring practices and minimize potential discrimination related to Age, Gender, Race, Disability, Sexual Orientation, Religion, and all other protected classes.
6. Blind Resume Review is defined as the removal of first and last name, address, dates of previous employment, education dates, and all information that might identify an applicant's age, race, gender, sexual orientation, disability, veteran status, and cultural and/or religious background. This process is completed prior to hiring managers and other decision makers receiving resumes and determining interview

Date:

Time:

eligibility. This blind resume process shall apply to new hires, as well as transfers within the Hospital.

## **B. Education**

It is understood by all parties that continuing education is the most proactive way to ensure inclusive and equitable workplace. The Hospital therefore agrees to the following:

1. At least annually, the Hospital shall provide mandatory in-person diversity training for staff, which encompasses the following topics, at a minimum:
  - a. Mandatory implicit bias assessment and training.
  - b. Examples of and strategies for dealing with racism directed at staff from patients.
  - c. Examples of and strategies for dealing with lateral violence and lateral racism between employees.
  - d. Examples of and an action plan to end medical racism enacted on patients.
  - e. Transgender patient care

## **C. Equity Steward**

The Hospital shall provide a .2 paid-time FTE for an MNA Equity Steward. The Equity Steward will be determined exclusively by the Union. The Equity Steward will carry out responsibilities including, but not limited to the following:

1. Meeting with Nurses who have raised concerns about being subjected to racism
2. Review all investigations into racial discrimination or harassment
3. Helping to identify, respond to and resolve incidents of racial/ethnic/cultural bias, discrimination
4. Chair the Equity, Diversity, and Inclusion Committee
5. Attending meetings with Management to develop culturally relevant anti-discrimination/bias policies and trainings.

Date:

Time:

**SYSTEM UNION PROPOSAL #44**

**ABBOTT ARTICLE 23, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**MERCY ARTICLE 25, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**UNITED ARTICLE 27, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

**UNITY ARTICLE 18, ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**ASSOCIATION COMMUNICATION AND CHAIRPERSONS:**

**NEW EMPLOYEE ORIENTATION**

The Employer will inform the MNA Chairperson(s) and Staff, in writing, of the name(s) of all newly hired nurses to include their:

1. Unit;
2. FTE;
3. Date of hire;
4. First date and shift on the schedule;
5. Assigned Primary Preceptor(s)

The Employer will provide the MNA Chairperson(s) the date each newly hired nurse will be attending the general facility orientation. During each orientation, the Employer shall provide the MNA Chairperson(s) or designated MNA Steward(s) reasonable time, but not less than ninety (90) minutes, to meet alone with the newly hired nurse or group of nurses to provide to them a copy of this Agreement, an Association membership application or service fee information, a dues/service fee deduction authorization card, and to provide them information about this Agreement, Union and Management joint committees, and MNA Steward information. Alternatively, this time can be scheduled at a different time from general orientation by agreement of the Hospital and the MNA Chairperson(s). It shall be a mandatory component of a newly hired nurse's orientation and the time will be considered as hours worked.

Date:

Time:

**SYSTEM UNION PROPOSAL #45**  
**ABBOTT ARTICLE 24, INSURANCE BENEFITS**  
**MERCY ARTICLE 24, INSURANCE BENEFITS**  
**UNITED ARTICLE 24, INSURANCE BENEFITS**  
**UNITY ARTICLE 26, INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**INSURANCE BENEFITS:**

A. Health Insurance:

1. Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital’s medical insurance plans under the same terms and conditions applicable to the Hospital’s non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

	Single	<del>90</del> 85 percent
	Single + Children	<del>85</del> 80 percent
	Single + Spouse	<del>80</del> 75 percent
	Family	<del>80</del> 75 percent

Date:

Time:

**SYSTEM UNION PROPOSAL #46**  
**ABBOTT ARTICLE 24, INSURANCE BENEFITS**  
**MERCY ARTICLE 24, INSURANCE BENEFITS**  
**UNITED ARTICLE 24, INSURANCE BENEFITS**  
**UNITY ARTICLE 26, INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**INSURANCE BENEFITS:**

In addition to any employer contributions toward premiums specified above, the employer shall pay 100% of any increase in premium for coverage after the 2022 plan year. There will be no change(s) to the overall plan design, network or benefits, including but not limited to co-pays, deductibles, out-of-pocket maximums or pharmacopoeias without the parties' mutual agreement.

Date:

Time:

**SYSTEM UNION PROPOSAL #47**  
**ABBOTT ARTICLE 24, INSURANCE BENEFITS**  
**MERCY ARTICLE 24, INSURANCE BENEFITS**  
**UNITED ARTICLE 24, INSURANCE BENEFITS**  
**UNITY ARTICLE 26, INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**INSURANCE BENEFITS:**

No change in the Allina First plan shall diminish overall benefits for nurses during the term of this agreement. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Allina First plan to maintain compliance with legal and regulatory requirements.

Date:

Time:

**SYSTEM UNION PROPOSAL #48**  
**ABBOTT ARTICLE 24, INSURANCE BENEFITS**  
**MERCY ARTICLE 24, INSURANCE BENEFITS**  
**UNITED ARTICLE 24, INSURANCE BENEFITS**  
**UNITY ARTICLE 26, INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language to this Section:

**INSURANCE BENEFITS:**

HSA Contribution

For nurses who enroll in an Allina Health high deductible health plan either during annual enrollment or upon hire for each plan year (i.e., Basic Health Savings Plan or Select Health Savings Plan), Allina Health will provide a one-time, non-taxable contribution to a nurse’s Health Savings Account (“HSA”) in the amount as outlined below:

<u>Allina Select Plan</u>		<u>Allina Basic Plan</u>	
<u>Individual Coverage:</u>	<u>\$1,400</u>	<u>Individual</u>	<u>Coverage:</u>
<u>_____</u>	<u>\$2,000</u>		
<u>Dependent Coverage:</u>	<u>\$2,800</u>	<u>Dependent</u>	<u>Coverage:</u>
<u>_____</u>	<u>\$4,000</u>		

Allina Health will provide the HSA contribution in a lump sum payment as soon as practicable after the nurse’s high deductible health plan coverage is effective in each year. Allina Health will forward the contribution to the Allina Health preferred HSA trustee/custodian, provided the nurse has taken necessary steps to establish the HSA.

For nurses who enroll in the Allina First or Allina Elevate health plans during each plan year, Allina Health will make an annual, non-taxable Health Savings Account (“HSA”) employer contribution as outlined below:

<u>Allina First Plan</u>		<u>Allina Elevate Plan</u>	
<u>Individual Coverage:</u>	<u>\$1,000</u>	<u>Individual</u>	<u>Coverage:</u>
<u>_____</u>	<u>\$1,000</u>		
<u>Dependent Coverage:</u>	<u>\$2,000</u>	<u>Dependent</u>	<u>Coverage:</u>
<u>_____</u>	<u>\$2,000</u>		



Date:

Time:

Allina Health will provide the HSA contribution in a lump sum payment as soon as practicable after the nurse's health plan coverage is effective each year.

Date:

Time:

**SYSTEM UNION PROPOSAL #49**  
**ABBOTT ARTICLE 37, DURATION AND RENEWAL**  
**MERCY ARTICLE 39, DURATION AND RENEWAL**  
**UNITED ARTICLE 40, DURATION AND RENEWAL**  
**UNITY ARTICLE 39, DURATION AND RENEWAL**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**DURATION AND RENEWAL:**

Except as otherwise herein provided, this Agreement will be in full force and effect from \_\_\_\_\_, ~~2022~~~~2019~~, **through and including May 31, 2025**~~2022~~. This Agreement shall remain in full force and effect from year-to-year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to **May 31, 2025**~~2022~~, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

Date:

Time:

**SYSTEM UNION PROPOSAL #50**

**ABBOTT ARTICLE 34, VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)**

**MERCY ARTICLE 37, VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)**

**UNITED ARTICLE 38, VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)**

**ABBOTT NORTHWESTERN HOSPITAL**

A. Original VEBA Development:

Effective June 1, 1998, and each year thereafter, Abbott Northwestern Hospital and Phillips Eye Institute will collectively make available two hundred and fifty ~~one hundred twenty~~ thousand dollars (~~\$250,000~~120,000.00) to be paid over to a joint Minnesota Nurses Association/Allina Voluntary Employee Benefit Association (VEBA).

**MERCY AND UNITED HOSPITALS**

- (a) Original VEBA Development: Effective June 1, 1998, and each year thereafter United and Mercy Hospitals will collectively make available two hundred and fifty ~~one hundred twenty~~ thousand dollars (~~\$250,000~~120,000.00) to be paid over to a joint Minnesota Nurses Association/Allina Voluntary Employee Benefit Association (VEBA).

Date:

Time:

**SYSTEM UNION PROPOSAL #51**

**ABBOTT ARTICLE 18, PROMOTIONS, TRANSFERS, AND NEW POSITIONS**

**MERCY ARTICLE 19, PROMOTIONS, TRANSFERS, AND NEW POSITIONS**

**UNITED ARTICLE 18, PROMOTIONS, TRANSFERS, AND NEW POSITIONS**

**UNITY ARTICLE 15, PROMOTIONS, TRANSFERS, AND NEW POSITIONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**PROMOTIONS, TRANSFERS, AND NEW POSITIONS:**

New Non-Executive Positions: The Hospital shall give the Association written notice of the establishment of any new non-executive position requiring a registered nurse. Said written notice shall be accompanied by a copy of the position description, whether such description is preliminary or final, and shall be mailed to the Association ~~fourteen (14)~~ sixty (60) days before such position is posted. Said notice will include the Hospital's initial determination as to whether such position will be included in the bargaining unit.

If the parties are unable to agree on including or not including the new position in the Contract, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) in any attempt to resolve the issue. If no agreement is reached as a result of the assistance of FMCS, the union may pursue a grievance commencing at Step 3 of the grievance procedure per Section \_ of this agreement. The primary consideration before the arbitrator shall be whether the new position should be covered by the agreement per Section 1 of this agreement. ~~the unit clarification procedure of the National Labor Relations Board may be used by either party.~~

Date:

Time:

**SYSTEM UNION PROPOSAL #52**

**ABBOTT LOU, ALLINA CLINICAL NURSING PRACTICE COUNCIL**

**MERCY LOU, ALLINA CLINICAL NURSING PRACTICE COUNCIL**

**UNITED LOU, ALLINA CLINICAL NURSING PRACTICE COUNCIL**

**UNITY NEW LANGUAGE, ALLINA CLINICAL NURSING PRACTICE COUNCIL**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to read:

**ALLINA CLINICAL NURSING PRACTICE COUNCIL**

LETTER OF UNDERSTANDING

BETWEEN

ALLINA HOSPITALS AND CLINICS

AND

THE MINNESOTA NURSES ASSOCIATION

(ABBOTT NORTHWESTERN HOSPITAL, PHILLIPS EYE INSTITUTE, MERCY HOSPITAL, UNITED HOSPITAL, UNITY HOSPITAL)

Effective: 6-01-~~2022~~<sup>07</sup>

There shall be a joint council of practicing nurses and nurse administrators (JCPNNA) to establish best practices (refer to established Charter for additional information, which shall only be amended via mutual agreement between the Hospitals and Association). The purpose of this Council is to address in good faith issues that impact RN professional practice at a system level. This includes, but is not limited to, changes generated from a system-wide process for the sake of integrating or changing policies, standards, practices, pilots, process improvement initiatives, and any workflow issues that may impact patient care and nursing practice across the Allina spectrum of care.

The council will work collaboratively with each established local bargaining unit practice council to identify and receive input and problem solving approval prior to the initiation of any changes in any of the above. Each bargaining unit practice council shall have a standing agenda item to review the minutes and decisions from the meetings of the JCPNNA council.

The council shall be composed of an equal number of representatives of the Association and the Hospitals. Co-chairs of the council will be comprised of one chair from the Allina Council of Chairpersons and one chair from Allina management. The Association Council members will be paid at straight time for their participation in Council activities. The council will meet at least every month and the council co-chairs will meet monthly no later than two weeks prior to the council meeting to mutually create and establish the agenda for each meeting. The scheduling of meetings may only be amended by mutual agreement of the Hospitals and Association.

Date:

Time:

**SYSTEM UNION PROPOSAL #53**  
**NEW LANGUAGE, APPAREL STIPEND**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following new language:

**NEW LANGUAGE, APPAREL STIPEND:**

**Apparel Stipend**

The Employer shall provide an annual stipend of five hundred (\$500) dollars to all regularly scheduled nurses for the purpose of purchasing work apparel.

Date:

Time:

**SYSTEM UNION PROPOSAL #54**  
**WAGES**

The Minnesota Nurses Association proposes to modify language in the applicable Sections (Wages) in each of the respective collective bargaining agreements to provide for wage increases.

Date:

Time:

## **SYSTEM UNION PROPOSAL #55** **NEW LANGUAGE, UNIT STAFFING**

### **NEW ARTICLE - UNIT STAFFING**

It is understood that staffing structures and initiatives create the foundation for the delivery of safe patient care. The Hospital and the Union thereby agree to the following provisions for an inclusive approach to staffing structures and situational needs that include nurse input in all aspects of care delivery and staffing levels on units where bargaining unit nurses are scheduled.

#### **A. Staffing Plan Review**

The Union and the Hospital shall review and mutually agree on the variable or fixed staffing plans required for each unit, at minimum, on a calendar year basis. Core staffing numbers/targets/matrix/grids/HPPD calculations will not change unless there is mutual agreement between the Union and the Hospital.

Should the character of a unit change or staff nurses deem it necessary, a structured review of that unit's staffing plan, HPPD budgets, grid, or pattern for staffing may be initiated by either party outside of the annual grid review process. It is expressly understood that changes to any budgeted HPPD calculations will be discussed and mutually agreed to as a separate proposed change prior to any discussion or agreement regarding further changes which may be subject to amended budgeted HPPD calculations on a unit. The judgment of the staff RNs will carry authority in determining staffing levels. The responsibility for review of the reliability and validity of staffing grids, and for recommending any modifications or adjustments necessary to assure accuracy in patient care needs will be the function of the team evaluating the staffing grids.

The Labor Management Committee will determine the venue and makeup of where the discussions will take place, but all decisions made by that group will be made as recommendations to the Labor Management Committee to be adopted only via mutual agreement. If deemed necessary by the Committee, unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve those nurses from duty on those dates/times in order to attend. Participation in any formed or utilized group will be on paid time for any nurse attending.

Additionally, the following factors shall be considered in determining appropriate staffing levels. They include, but are not limited to:

1. Trends for all Concern for Safe Staffing forms
2. Budgeted census



Date:

Time:

3. Current HPPD/VSP/other staffing calculations for the unit
4. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
5. Patient volume month by month for the past twelve (12) months
6. The number of admissions, transfers and discharges per shift, per day, per month.
7. Skill mix including items such as classification of staff on the unit (including support staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
8. Unit geography
9. Temporary nurse usage (agency and travelers)
10. Consistent availability of other in-house resources
11. Inability to find adequate staff to fill core shifts on a regular basis.
12. Inability to meet approved staffing grids on a regular basis
13. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
14. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
15. Greater than a 15% increase or decrease in volumes for a period of one month.
16. Increased vacancy or turnover rates greater than 15%.
17. Increase in patient or family concerns for a particular unit.
18. Increase in RN work related injuries.
19. Reportable events in medication errors and falls.

In evaluating staffing plans, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) workdays to the Union's recommendation. Agreed upon action will be implemented within thirty (30) days and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it through a jointly administered voting process and agree through a supermajority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

If a mutually agreeable decision cannot be reached, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays.

Date:

Time:

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

## **B. Daily Staffing**

The parties agree that adequate staffing on a day-to-day basis is the best method to ensure that the delivery of patient care is safe and efficient. To achieve that goal the Hospital shall adhere to the following staffing practices:

1. Units will be staffed on each shift to mutually agreed upon daily staffing targets.
2. The Hospital and Union will meet no less than annually to review and mutually agree on the daily staffing targets for each shift on each unit. These staffing targets include the creation, elimination, or filling of differing start times in units with multiple, agreed to start times.
3. The factors used to determine the daily core staffing targets shall include, but not be limited to:
  - i. The bed capacity of each unit
  - ii. Average daily census for each shift from the previous year
  - iii. The total difference between budgeted and actual FTEs of nurses on a unit
  - iv. Any changes or modification to a unit's patient population
  - v. Mandatory education and certifications requirements for Registered nurses on a unit.
  - vi. The average rate of discharges and transfers from that unit in a day
  - vii. The fall data trends from the previous three (3) years

Date:

Time:

- viii. The number of violent incidents on the unit in the previous three (3) years
4. It is understood that once a nurse has been confirmed for a shift that shift shall be considered a scheduled shift and may only be reduced by the Hospital through the Low Need process.
5. Scheduling targets will be reviewed before any adjustments are made, whether an increase or decrease; review of the data and indicators will be initiated and brought forward to the LMC committee.
6. If a unit is staffed below the daily core staffing target agreed to between the parties the nurses working on that unit shall receive an additional amount of pay equal to fifty (\$50) per hour divided equally among the nurses on the unit for each hour the unit is below the core target.
7. The Hospital shall provide indemnification for all nurses against any malpractice suit or Board of Nursing complaint brought forth if the shift in question was one where the unit was staffed below the daily staffing target.
8. The Emergency Department Charge nurse shall have the unilateral authority to place the hospital on divert at their discretion when the unit is staffed below its daily core target.

### C. High Acuity Care

The Hospital and the Association recognize that from time to time there may be patients that require higher degree of dedicated nursing care. To address these elevated needs of patients with high acuity or intensity RN's shall, upon request of the nurse, have a reduced patient assignment based on the nurse's judgement and consultation with the charge nurse.

1. Airborne, Enteric, Neutropenic, Enhanced Respiratory, Contact Precaution, and/or other precautions: RNs who have a patient assignment that includes a contact precaution/enteric/airborne patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require.
2. Restraint: physical restraints.
3. 1:1 (including video monitoring)
4. Active Withdrawal
5. Diabetic Ketoacidosis Protocol
6. Pediatric: lack of a parent/other "caregiver"

### D. Unit Councils

Date:

Time:

Communication between Managers and staff are vital components to a team environment on a unit. The Union and Hospital agree that strong teams are built through transparent and open dialogue in safe spaces to troubleshoot problems and seek clarification on work rules. The parties therefor agree to the following:

1. Unit Councils membership shall be selected mutually by the Union and the unit Manager or Hospital CNO/DON. All Union stewards shall be ex-officio members of all Unit councils.
2. Unit Managers and unit MNA Stewards shall meet monthly to discuss and mutually on the agenda for the meeting.
3. The unit Manager will post and email the agenda for all Unit Council meetings no later than one (1) week prior to the scheduled meeting. All Unit Council agendas will be retained and made available to nurses for a period of no less than fifteen (15) years.
4. Meeting minutes for all Unit Council meeting will be taken and shared with all relevant staff within one (1) week after the meeting. All minutes will be approved jointly between Employer and the unit MNA steward(s), or other Union designee(s), as a standing agenda item at each scheduled Unit Council. All minutes will be retained and made available to nurses for a period of no less than fifteen (15) years.
5. No nurse shall be disciplined or face retaliation for comments or questions brought forward at Unit Council.

#### **E. Safe Staffing**

Both Parties recognize the ethical obligations inherent in the Nurse/patient relationship. It is central to the delivery of care that nurses work within a system that operates with the Precautionary Principle as its prime directive. To ensure that the rights and obligations of nurses are held in the highest regard the parties agree to the following.

1. The Nurse has the right to refuse an assignment that they do not feel prepared to assume. 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. A nurse who objects and requests a modified assignment shall not be subject to discipline nor sent home in response to that request.
2. It is understood that the primary function of Registered Nurses shall be to work to the top of their license. Nurses shall not be obligated to perform any task or directive that falls outside the scope of their primary function and shall not be

Date:

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- required at any time to perform non-nursing functions that are within the job description of support staff.
3. Patient handoff is recognized as one of the most important operations that occur during the delivery of care. The complex nature of the information that is conveyed from one nurse to another when the responsibility of care is transferred cannot be understated. To ensure that patient handoff, whether it be through transfer, admission, shift change, or staffing adjustments, is comprehensive all patient handoffs shall have a verbal report between the nurse or staff member handing off the assignment and the Registered Nurse taking the assignment. Receiving RN is given the opportunity to ask essential questions to determine the care needs of the patient being admitted or transferred before accepting.

## F. Patient Experience

1. The Hospital shall post publicly and prominently on each unit signage that states the staffing status of each unit on a given shift. In the event a nurse fields an inquiry from a patient, patient family member, or regulatory agent such nurses shall not be subject to discipline for explaining the definition listed herein. For this signage the following disclosure criteria and definitions shall be used:
  - i. **Red Status:** A unit on Red Status is staffed below the daily staffing targets either for RNs or Support Staff, has a unit census where all beds are either full, has one or fewer open beds, is in a Code status or reflects a unit that has been temporarily closed to new admissions or transfers by the Charge Nurse.
  - ii. **Orange Status:** Orange status refers to a unit that is staffed appropriately to daily targets, but is temporarily closed to admissions or transfers, or in the determination of the Charge Nurse is experience an overall acuity level of patient care above what would be a normal level on an average shift.
  - iii. **Green Status:** A green status unit is a unit that is not staffed below daily targets for any direct care position, temporarily closed to admissions, or has one or fewer open beds.

Date:

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**SYSTEM UNION PROPOSAL #56**  
**NEW LANGUAGE, RETIREMENT SAVINGS PLAN**

**NEW ARTICLE - RETIREMENT SAVINGS PLAN**

**Retirement Savings Plan (401k):**

In addition to The Twin City Hospitals – Minnesota Nurses Association Pension Plan, nurses will be allowed to participate in Allina Health’s Retirement Savings Plan for employees as long as it is permitted by law. A reputable firm will be engaged to administer employee contributions and investment decisions within the plan. The Employer will work with the Union to allow nurses to fully participate in the plan and to maximize their contributions into the plan as allowed by law. Allina and MNA, through a joint advisory committee, will seek and engage a retirement investment program to ensure that there are sufficient numbers of investment options and degrees of risk for nurses.

For each dollar the employee puts into their Allina Retirement Savings Plan account, the Hospital will match one hundred percent (100%), to a maximum of five percent (5%) of the employee’s salary. The matching contribution will be put into the employee’s account each pay period.

The Employer will assume responsibility for the administrative expenses and account charges associated with the 401(k) plan.

Date:

Time:

**SYSTEM UNION PROPOSAL #57**  
**NEW LANGUAGE, PANDEMIC PREPAREDNESS AND SAFETY**

**NEW ARTICLE - PANDEMIC PREPAREDNESS AND SAFETY**

The purpose and intent of this Agreement between the Minnesota Nurses Association (MNA) and Allina Health is to provide a consistent framework and processes for response, staffing, and other related terms and conditions of employment in a pandemic, epidemic and/or emergent outbreak emergency response event for MNA bargaining unit members.

**1. Preparedness and Safety:**

A. Preparedness:

- i. As part of the parties' current Nursing Health and Safety Committee there shall be time dedicated on a quarterly basis to discuss, establish, and review plans as they related to pandemic, epidemic and emergency outbreak responses that are intended to protect patients, families, staff and etc. The Health & Safety group will also make recommendations and implement measure at the Hospital in areas that require increased infection control; specific safety measures; PPE allocation, distribution, and conservation.
- ii. Hospital and MNA will jointly develop a definition of essential nursing care and nursing charting to be provided in an Emergency Response situation by January 1, 2023. This definition will include which tasks may be delegated under specific pandemic, epidemic and/or emergent outbreak emergency response situations.
- iii. The parties agree to establish a voluntary pool of registered nurses at each facility who agree to be a member of a Pandemic, Epidemic and Emergent Outbreak Voluntary Emergency Response Team which will report to duty on short notice for emergency response situations.

The Response Team would:

- a. Work twelve (12) hours on, twelve (12) hours off shifts during a 96-hour period of an emergency response situation. An additional 96-hour rotation may be added after the employee has had four (4) twelve (12) hour shifts of rest.
- b. Receive training for Emergency Department support.

Date:

Time:

- c. Receive additional training on infection control, hazardous chemicals, harmful physical agents, use of PPE., and other necessary information.
- d. Become a Resource nurse to other staff and may include assisting with training other staff as needed

## B. Safety:

In implementing pandemic, epidemic and/or emergent outbreak process, it is explicitly agreed that the health and safety of employees is a priority. To that end, the employer will have on hand at all times, six (6) months' worth of necessary personal protective equipment necessary to equip RNs, including N95s, face shields, disposable gowns and gloves, PAPRS, etc. If highest level of PPE at any time becomes unavailable, RNs shall be permitted to provide their own while the employer makes all attempts to secure the needed PPE and the RN shall be reimbursed by the employer.

Further, the employer shall provide Hospital-laundered scrubs to any Registered Nurse caring for any patient during a pandemic, epidemic and/or emergent outbreak, as well as provide to any requesting Registered Nurse a hotel voucher free of charge. The purpose of such hotel voucher is to assist in containment and prevent further exposure. Any Registered Nurse who utilizes the hotel voucher will not be considered to be in "on-call" status unless the RN is scheduled to be on-call or volunteers to be on-call.

Additionally, during any pandemic, epidemic or emergent outbreak, all visitors shall be pre-screened, including asymptomatic persons. Prescreening shall include an attestation that the visitor is free of a list of possible symptoms; a declaration of any contact in last thirty (30) days and a declaration of any testing in the last fourteen (14) days. Additionally, all visitors shall be required to don a medical grade mask for all time spent within the facility.

The hospital shall increase security presence in the ED, hospital exits, and by a total of 25% throughout the hospital units during any sustained emergency.

The Employer will provide a workplace adequately ventilated to meet the Center for Disease Control (CDC) guidelines regarding infection transmissibility. Work injured RN advocate language

## 2. Reporting



Date:

Time:

During any epidemic, pandemic, or an emergent outbreak the employer shall provide on an ongoing monthly basis to the Union how many patients presented at the ED; were boarded in the ED; admitted to the hospital; any hospital-acquired infections; and average length of stay for epidemic, pandemic, or an emergency outbreak patients.

The employer will also report an ongoing monthly basis the total number of open shifts by shift; the number of temporary (agency, traveler, RNs acquired through state contracts, non-contract RNs from other areas of the organization, etc.) nurses broken down by type of temporary nurses, as well as the unit the nurse has been assigned; the total number of times in which hospital management attempted to secure extra staff but were unable; the number of times management acted in a bargaining unit position; and total number of instances in which PPE was requested but was unavailable.

The employer will also report an ongoing monthly basis a list of all bargaining unit members that have cared for a positive patient, to include dates and shifts in which the care occurred as well as the nursing unit. Additionally, the employer will also provide the names of each bargaining unit member required to quarantine due to exposure or suspected exposure, as well as the dates and length of time for each quarantine period covered.

### **3. Pandemic, Epidemic and/or Emergent Outbreak Nursing:**

Hospital shall be staffed up by at least 15% of Registered Nurses to account for increasing acuity, nurse fatigue and illness, as well as the need for MNA RNs to voluntarily be shifted into different work areas and expectations of care.

On units in which Registered Nurses are caring for both patients and PUI (persons under investigation) patients, and in order to ensure that patient assignments are not a mix of patients, the employer will increase Registered Nurse staff on those units by no less than twenty-five percent (25%) at all times.

The employer will make every effort to immediately isolate and cohort PUI and positive patients.

High-risk Registered Nurses, including pregnant RNs, will not be required to care for PUI or positive patients without the RN's consent. Instead, those RNs will be offered accommodations, including modifications to the RN's current work arrangement or

Date:

Time:

modification to include a reassignment of work to mitigate workplace exposure until the science supports otherwise.

The Union will be afforded the opportunity to appoint MNA RNs as part of those RNs' FTE to any employer-created incident command center in order to provide feedback from the bedside nurse perspective.

For the duration of a pandemic, epidemic, or emergent outbreak as designated by the World Health Organization, state or federal agencies, no layoffs, restructures or hospital closures shall occur. The priority will be providing the highest level of patient care, and to avoid diversion and boarding.

To ensure all parties have the greatest understanding of the state of the Hospitals and level of pandemic or outbreak two (2) MNA registered nurses (designated by the Union) will be on a regional health system emergency decision-making body as well as community and governmental officials.

#### **4. Pay Protection and Benefits:**

Employees will not be required to take PTO, sick, vacation, Safe and Sick Time or a leave of absence for any time missed if they are scheduled to work after being exposed and/or diagnosed with a contagious disease and are subject to a quarantine prescribed by the WHO, federal or state public health agency, and/or employer.

During any pandemic, epidemic or emergent outbreak, any Registered Nurse or Registered Nurse's immediately family member that becomes ill will presumed to have been exposed to the contagious disease through the Registered Nurse's employment, and all pay and benefits shall be paid by the employer for the entirety of the illness or quarantine period.

If the employer secures temporary Registered Nurses to fill core nursing positions within a unit, MNA bargaining unit nurses working on those units will be paid at a rate equivalent to the traveling Registered Nurses for the duration of the temporary RN contract as long as the rate is higher than the RN's rate of pay. For the purposes of this stipulation, temporary RNs shall include but not limited to agency, traveler, RNs acquired through state contracts, and non-contract RNs from other areas of the organization.

For the duration of a pandemic, epidemic, or emergent outbreak as designated by the World Health Organization WHO, federal and/or state public health agency, all

Date:

Time:

Registered Nurses shall be entitled to receive hazard pay in the amount of \$25 (twenty-five) per hour in addition to the Registered Nurse's regular rate of pay, and any differentials and/or bonuses.

Over the course of a pandemic, epidemic, or emergent outbreak, the employer will temporarily increase the life insurance coverage to five (5) times the nurse's annual salary at no cost to the nurse.

The employer will make available to all MNA bargaining unit nurses all necessary estate planning services free of charge. Those services include, but are not limited to, durable power of attorney for health care, financial power of attorney, will and revocable trust, and letter of intent.

In the event of any bargaining unit nurse's death due the disease responsible for the pandemic, epidemic, or emergent outbreak, or complications rising therefrom, the employer will payout any sick leave balance to the registered nurse's beneficiary, as well as any longevity bonus that might have been paid out at the end of the calendar year. Furthermore, if the nurse was enrolled in a family health insurance plan at the time of their death, the employer will bear the entire costs of continuing that health insurance coverage for no less than eighteen (18) months.

## **5. Restoring and Recognizing COVID Sacrifice:**

The parties recognize the trauma and intense stress suffered by many RNs as a direct result of the COVID-19 pandemic. In an effort to recognize that trauma, the parties agree to the following:

### **A. Recognition Bonus**

While no dollar amount can reflect the sacrifice and lifelong effect of working in a pandemic environment, the parties agree that these frontline Registered Nurses have earned a recognition bonus to recognize their continuing tireless work and dedication during the ongoing pandemic.

Therefore, all RNs employed prior to May 31, 2022 shall receive a \$10,000 recognition bonus prorated to the RN's average FTE worked from May 31, 2020 through May 31, 2022.

### **B. Restoring Sick Hours**

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Too many Registered Nurses were required to exhaust their sick leave banks in the past two years between quarantine, their own illness or caring for family members.

Therefore, RNs employed prior to May 31, 2022 shall receive 14 additional days to each RN's sick time bank prorated to the average FTE worked from May 31, 2020 through May 31, 2022. Registered Nurses working 8-hour shifts shall receive 14 8-hour days and Registered Nurses working 12-hour shifts shall receive 14 12-hour days.

#### C. Ongoing Mental Health Support

Registered Nurses and their families shall have ongoing access to mental health resources, including but not limited to ongoing therapy and treatment at no cost to the RN.

#### D. COVID-19 Pay

The unprecedented nature of the COVID-19 pandemic and the continuing changes in recommendations from the CDC and the Minnesota Department of Health resulted in gaps in the operationalizing of contract language requiring the employer to keep all Registered Nurses whole for any loss of salary and benefits due to Workplace Exposure.

Therefore, the parties agree that the employer will ensure that all Registered Nurses experiencing a loss of salary and benefits due to a workplace exposure, including quarantine, will be made whole. The employer will work to verify all Registered Nurses placed on quarantine and/or those that tested positive from March 11, 2020 through May 31, 2022 were compensated and credited appropriately no later than July 1, 2022.

Upon completion of the employer's verification, the employer will provide a list to the Union detailing all Registered Nurses compensated under the workplace exposure language, the dates of eligibility, total hours of eligibility, the Registered Nurse's rate of pay, and the total dollar amount paid to the Registered Nurse.

#### E. Sabbatical Leave

Recognizing the sacrifice, trauma, and subsequent burnout of Registered Nurses experienced over the last two years, the parties agree that the introduction of a sabbatical leave is intended to provide Registered Nurses with an opportunity for necessary respite and recovery to ensure a staff member remains a Registered

Date:

Time:

Nurse in the future. Such leaves shall be granted in increments of (twelve) 12 weeks for up to one (1) year.

1. Eligibility

All Registered Nurse employed prior to May 31, 2022 at the hospital shall be eligible for a paid sabbatical leave at their current FTE.

2. Conditions

An individual on sabbatical leave is generally not to work as a Registered Nurse at another health system's facility.

A Registered Nurse on sabbatical leave shall be eligible to receive pay for up to twelve (12) weeks, though those twelve (12) weeks are not required to be concurrent.

Time on sabbatical leave shall be considered as continuous service and all time spent on a sabbatical leave shall be counted toward seniority hours. For any paid leave time, the RN shall continue to accrue vacation and sick time. All insurance benefits shall continue during the period of the sabbatical leave. Upon completion of such leave, the Registered Nurse shall return to their previous position (classification, unit, FTE, and shift).

Date:

Time:

**SYSTEM UNION PROPOSAL #58**  
**NEW LANGUAGE, ORGANIZING AND ELECTION PROCEDURES**

**NEW LETTER OF UNDERSTANDING**

Letter of Understanding  
Ensuring Patient Advocacy & Right to Maintain Union Association

ORGANIZING AND ELECTION PROCEDURES

1. Principles. The Minnesota Nurses Association – (hereafter called “the Union”) and [HOSPITAL] (hereafter called “the Employer”) hereby agree to the following principles:
  - A. Workers have the right to choose for themselves whether to be represented by a labor organization, as provided by the National Labor Relations Act;
  - B. Employees, the Union, and the Employer have a right to free speech, as guaranteed by the First Amendment to the United States Constitution, the Minnesota Constitution, and the National Labor Relations Act;
  - C. Employees have a right to be fully informed when making the decision as whether to be represented by a labor organization;
  - D. Employees have a right to make their choice regarding union representation in an environment free from coercion, intimidation, promises, and threats.
2. As a result, the Employer and the Union agree that employees at any [HOSPITAL] healthcare facility not presently represented by a labor union may become represented through the following procedures.
3. NLRB Procedures. The parties shall comply with the National Labor Relations Board’s organizing and election rules and procedures, except as modified herein.
4. Appropriate Bargaining Unit. The parties agree that an appropriate bargaining unit is that which is defined by the NLRB for acute care hospitals, or any other appropriate unit for Registered Nurses. Appropriate units are the following, where applicable:
  - A. All Registered Nurses employed at an acute care facility, including Registered Nurses who provide health care services at acute care facilities from an offsite location [e.g. telehealth] and excluding Guards and Supervisors as defined in the Act;

Date:

Time:

B. Residual units of Registered Nurses employed at a facility where other Registered Nurses are represented by the Union;

C. Residual units of Registered Nurses who provide health care services at acute care facilities from an offsite location [e.g. telehealth];

5. Notification of Intent to Organize.

A. The Union shall promptly notify the Employer within twenty-four (24) hours of its intent to organize a group of employees and identify an appropriate unit, as defined above. \_

B. Within seven (7) days of the Union's notification to the Employer of its intent to organize an appropriate unit, the Employer will distribute a jointly signed reproduction of this Organizing and Election Procedures Agreement to the employees included within the appropriate bargaining unit identified by the Union. The jointly signed reproduction of this Organizing and Election Procedures Agreement shall be introduced by the following jointly signed cover letter:

*Dear Hospital Employees:*

*The Hospital and the Minnesota Nurses Association have agreed to the attached framework for conducting a union representation election. This framework serves as an enforceable set of rules that will allow employees to make a choice through a secret ballot election about unionization in an atmosphere free from coercion and intimidation and one in which employees can choose for themselves whether they wish to be represented by a union.*

*All employees have the right to participate or not participate in union activities. Employee actions in support of or opposed to union organizing will be governed uniformly to the Hospital's policies. Employees have the right to wear pre-screened stickers, buttons, lanyards and other insignia that indicate support or non-support of the Union. Employees also have the right to distribute literature concerning support or non-support for union organization in non-patient care areas such as break rooms, cafeterias, parking lots, smoking areas and other areas outside the hospital, so long as the distribution does not disrupt the delivery of patient care. Employees may*

Date:

Time:

talk about the Union and workplace issues, including wage rates, disciplinary system, company policies and rules, and working conditions under the same terms applicable to any other employee conversations.

## 6. NLRB Election.

A. When employees in an NLRB-defined bargaining unit have petitioned or signed cards for an election, the parties shall agree to a consent election to be conducted by the NLRB in thirty-five (35) calendar days following the submission of the petition, provided that there is a percentage of union authorization cards required by the NLRB from employees in an appropriate unit. The Employer and the Union shall mutually agree to the election date(s) and time(s). The parties will make a good faith effort to resolve differences regarding date(s) and time(s) of the election, but if an agreement cannot be reached, the arbitrator shall be empowered to decide any disputes over the date(s) or time(s) of the election.

B. The NLRB will conduct the election and count the ballots. Any challenged ballots or challenges or objections to the election must be filed pursuant to Paragraph 12(b) of this Agreement, and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the arbitrator's decision regarding objections and/or determinative challenges.

C. Eligibility. All employees who are employed on a full-time, regular part-time, or casual basis in the petitioned for unit who are on the active payroll as of the date immediately preceding the date of filing of the consent agreement and who are still on the payroll at the time of the voting shall be eligible to vote in the election, except managers, supervisors, confidential employees, and guards. Casuals shall be deemed eligible to vote provided they have worked an average of four (4) hours per week in the thirteen- (13) week period (that is, 52 or more hours) ending with the last complete pay period preceding the Union's filing for election.

D. Voting. Employees shall vote on non-work time, but may vote while on break or during their meal periods. Neither the Union nor the Employer shall provide any financial inducements to vote. The voting shall take place at an appropriate location(s), determined by mutual agreement, or by the Arbitrator if the parties



Date:

Time:

cannot agree. The parties shall each be entitled to an equal number of observers at the election site(s). The observers must be non-supervisory employees.

E. Ballot Counting. The NLRB shall count the ballots immediately following the conclusion of the voting. Both parties, including interested off-duty employees, may attend the counting of the ballots. Upon NLRB certification of the election results, the Employer agrees to recognize the Union as the collective bargaining agent on behalf of the employees in an appropriate unit where the majority of employees voting have voted for \_\_\_\_\_ union representation.

F. Resolution of Challenged Ballots. If challenged ballots are potentially determinative of the results of any election, the arbitrator shall resolve challenges to the eligibility of voters. The arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. Upon request of either party, the arbitrator will hold a hearing, including submission of evidence. In all cases, however, the arbitrator shall resolve challenges within fourteen (14) days of the election. The arbitrator's determination under this Agreement shall be binding on both parties. The parties shall jointly share the cost of the arbitrator.

G. Resolution of Election Objections. If a party wishes to file objections to the election based on an allegation of a violation of the Agreement, either party must file such objections in writing with the arbitrator within three (3) business days of the elections as well as filing objections with the NLRB pursuant to NLRB timelines and procedure. Pursuant to Paragraph 12, the arbitrator shall resolve these objections within fourteen (14) days of his/her receipt of them. In the case of filing such objections, both parties will request that the NLRB hold the objections in abeyance pending the decision of the arbitrator and take any additional steps necessary to effectuate the arbitration process and the arbitrator's decision.

H. Hiatus After Election. If employees choose not to be represented by the Union through an election, the Union may re-institute this process for that bargaining unit after a one-year waiting period unless otherwise ordered by the arbitrator. The Union further agrees that no more than two (2) election dates per year may be held under this Agreement, such years to be calculated from the ratification date of the collective bargaining agreement and subsequent anniversary dates.

Date:

Time:

A.I. Expiration. If the Union does not file for an election within one (1) year of the date of providing a notice to organize, then the Union must cease its organizing efforts for one (1) year from the date of the expiration.

## 7. Employee List.

Within five (5) working days after the Union has notified the Employer of its intent to organize, the Employer will provide the Union an initial list of employees that contains the employee's name, job title/department, and job classification. The list shall be provided in both hard copy and electronic format. (A working day is defined for this purpose as Monday through Friday.) Upon the filing of the consent agreement, the Employer shall provide the Union with a voter eligibility list. The voter eligibility list shall include the employee's name, job title/department, job classification, and home address as provided by the employee. The list shall be provided in both hard copy and electronic format. Upon filing of the consent election, the parties shall immediately attempt to resolve any disagreement over the job classifications or individuals that should \_\_\_\_\_ be included on the voter eligibility list or excluded from such list. Any other remaining disputes shall be submitted to the Arbitrator prior to the election. If the Arbitrator is unable to reach a decision prior to the election, any other remaining dispute regarding voter eligibility shall be resolved by voting, subject to challenged ballot.

## 8. Negotiations

A. Bargaining Process. If the election is certified in favor of the Union's majority status, the Employer will recognize the Union and commence bargaining. If a tentative agreement is not reached within six months of negotiations, the parties agree to submit all remaining issues to interest arbitration as described in section 13(B) of this Agreement.

B. Residual Units. If the bargaining unit is being included in a larger bargaining unit via a self-determination election, then the new bargaining unit will be afforded the opportunity to vote to accept the entirety of the terms of the already-existing bargaining unit. If the terms of the contract are ratified, then the parties may still choose to meet over additional terms to be added to the Collective Bargaining Agreement.

C. Bargaining Framework. The parties agree that the following provisions will be included in the Collective Bargaining Agreement:

Date:

Time:

- i. Membership for all bargaining unit nurses in the Twin Cities Multiemployer Pension (if the Hospital is located within the seven-county Metro area).
- ii. The same expiration date for the Collective Bargaining Agreement as the expiration date of \_\_\_\_\_ Hospital.

#### 9. Code of Conduct.

A. The parties agree that the question of whether employees should be represented by a union is one which the employees should answer for themselves.

#### B. Content of Communication

- i. Neither the Employer nor the Union shall act in an intimidating, threatening, or coercive manner. The parties agree to convey their views about unionization in a factual, non-coercive, and non-intimidating manner wherever and however that information is conveyed. Neither the Union nor the Employer will mislead employees \_\_\_\_\_.
- ii. The Union and the Employer shall campaign in a positive and non-disruptive manner. The Employer will not hold mandatory employee meetings to discuss unionization. The parties agree not to make personal attacks on hospital leaders or union officials \_\_\_\_\_.
- iii. The Employer and the Union agree that they and their representatives will not make statements, written or verbal, that misstate the facts. \_\_\_\_\_.
- iv. Both the Employer and the Union shall convey their views about unionization in statements or communications that are factually verifiable or that draw directly from statements made by the other party, consistent with this Agreement. \_\_\_\_\_.
- v. For the purposes of this Paragraph, the parties agree that the employees in the bargaining unit voting under this Agreement shall not be considered "agents" of either party, absent proof of agency \_\_\_\_\_ in connection to the specific conduct at issue. \_\_\_\_\_.
- vi. The Employer will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing. \_\_\_\_\_.

C. Use of Consultants. The Employer will not use management consulting firm personnel during Union organizing campaigns to interact directly with members of the potential bargaining unit to influence an employee's vote. As provided by

Date:

Time:

law, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign. Any use of consultants shall not conflict with the terms of this Agreement.

D. Meetings Between Supervisors and Employees. The Employer's supervisors shall not initiate one-on-one meetings with employees regarding unionization. This shall not preclude a supervisor from responding to an employee's questions about unionization, provided such response is consistent with the terms of this Agreement. While this Code of Conduct governs communication regarding unionization, it does not restrict other communication between supervisors and employees.

E. No Mandatory Meetings. As provided above, the Employer will not hold mandatory employee meetings regarding unionization. At mandatory employee meetings that do occur, however, the Employer may announce the time, date, and place of elections. Other questions regarding unionization will be referred to a voluntary meeting.

F. Status Quo Obligation. After the Union has filed its NLRB petition, the Employer will maintain the status quo in working conditions as provided by law and will only make verifiable, prescheduled changes.

G. Objections to Communications. If the Employer or the union believes a factual error has been orally conveyed by the other party, either party may post or distribute a written correction of the factual error in the memo or letter format referred to above.

H. Hospital's Position on Union Organizing. The Employer and its managers and supervisors may offer opinions on unionization. Such opinions shall be generally consistent with or drawn from the following statement:

*The Employer has historically had a constructive and mutually supportive relationship with its employees. The Employer consistently strives to act in the best interests of its employees. The Employer prefers to have a direct relationship between employer and employees and therefore prefers that employees vote to maintain a direct relationship with the Employer. The Employer is also committed to the principle that employees must be fully informed by the Employer and the Union about the advantages and disadvantages of a direct employer/employee relationship and representation by a union. The Employer is also committed to the principle*

Date:

Time:

that employees must be free to choose whether or not to join a union in a secret ballot election conducted by the National Labor Relations Board.

Both the Employer and the Union must be free to inform the employees about their position. Information presented by the Employer and the Union to employees about unions will be accurate and factual and will be presented to employees for the purpose of encouraging full discourse and reflection.

I. Good Faith Participation. Both the Union and the Employer will use the NLRB's procedure in good faith and neither shall use such procedures for the purpose of delay in order to impede representation.

J. Union Release Time. Upon the filing of the Notice of Intent to Organize, the hospital will grant an unpaid leave of absence for up to four (4) months to two (2) FTEs total within each bargaining unit being organized. This unpaid leave of absence may not be conditioned upon the nurse's use of benefit time. In no case will more than one (1) nurse from any unit be granted such leave. If significant staffing concerns exist as a result of this leave of absence, the parties will meet in 48 hours to resolve. Unresolved issues will be referred to the Arbitrator for a decision within 48 hours. Nurses returning from such leaves shall be returned to the position held prior to the leave unless the nurse would have been laid off or reassigned during the leave in accordance with the applicable collective bargaining agreement or policies.

10. Access. The Union shall be permitted to speak to employees in non-work areas such as the cafeteria, smoking areas, parking lots, waiting areas, and break rooms. Union organizers shall respect the request of any employee who does not wish to engage in a discussion or accept literature. The Union also agrees not to disrupt the work of employees.

11. Bulletin Boards. The Union shall be allowed to post a notice on pre-selected bulletin boards designated by the parties including, but not limited to, the existing bulletin boards in employee break rooms and at least one space in the cafeteria.

12. Conference Rooms. The Union may reserve a facility conference room, subject to reasonable availability criteria and established hospital procedure for the purpose of meeting with employees eligible to vote under this Agreement. Attendance shall be limited to union employees, union member organizers, and \_\_\_\_\_ eligible voters. If a conference room is not available during the desired time period, the Employer will make every reasonable effort to find an alternative \_\_\_\_\_ space to the

Date:

Time:

extent feasible. This room shall not be located near supervisory or management offices.

13. Affiliated Organizations. This Agreement is binding upon all affiliates, subsidiaries, corporate partners, or affiliates of the corporate parent of the Employer. The Employer shall require all contractors and subcontractors providing services to the Employer, including but not limited to any party leasing space, providing ancillary services, or providing a service line, to abide by the terms of this Agreement.

14. Resolution of Disputes.

A. Rapid Response Team. The Employer and the Union shall establish a Rapid Response Team to monitor compliance with and disputes regarding these procedures and to attempt to resolve promptly disputes regarding recognition and organizing issues. The Employer and the Union shall each designate a top-level representative to discuss complaints about violations of the Agreement. If one party believes that the other party has violated these standards, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within forty-eight (48) hours to try to resolve the issue. When the parties agree that a violation has occurred and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately. Unresolved matters involving alleged violations of this Agreement may be referred to the arbitrator pursuant to the next paragraph of this Agreement, and the arbitrator shall issue a decision within 48 hours of the submission of the dispute.

B. Arbitration. Any unresolved dispute about compliance with or construction of this article shall be submitted for final and binding resolution to the arbitrator who has been selected for deciding disputes under this Article. The arbitrator shall be mutually selected by the parties within thirty (30) days of the execution of this Agreement. If the parties cannot mutually agree on the selection of the arbitrator at the end of the thirty- (30) day period, the parties shall select a third party from a panel of seven (7) arbitrators from a list submitted by the American Arbitration Association. The parties will alternate striking, with the party first striking determined by lot. In the event he or she is unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association. The arbitrator shall have the discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties and is authorized to develop and order remedies that will ensure

Date:

Time:

compliance with this Agreement. All such disputes shall be resolved within fourteen (14) days of the submission of the issue unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case, the arbitrator shall rule within twenty-four (24) hours of the issue's submission to him/her. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the arbitrator. If any party fails to comply with the decision of the arbitrator, it hereby consents to enforcement of this Agreement and any decision of the arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. The parties agree not to file petitions (except as specified in this Agreement) or charges with the National Labor Relations Board which may be handled under this Agreement.

Date:

Time:

**SYSTEM UNION PROPOSAL #59**  
**ANW ARTICLE 12. HEALTH AND SAFETY**  
**MERCY ARTICLE 13. HEALTH PROGRAM**  
**UNITED ARTICLE 12. HEALTH PROGRAM**  
**UNITY ARTICLE 25. HEALTH PROGRAM**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Add the following language to this section:

**HEALTH PROGRAM**

The Employer shall provide a monthly stipend of one hundred (\$100) dollars to all regularly scheduled nurses for the purpose of a recurring gym or health club membership.



Date:

Time:

**SYSTEM UNION PROPOSAL #60**  
**CONTRACT PRONOUNS**

This Proposal is not an intention to modify any terms and conditions of the collective bargaining agreement but is instead a proposal to make to modify outdated passages to increase the inclusivity of the agreement as written. All terms and conditions related to this proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modifications:

The Union proposes that all pronouns listed in the collective bargaining agreements that are gender specific shall be replaced with gender neutral alternatives.

Date:

Time:



**Minnesota Nurses Association**  
**Abbott Northwestern Hospital Local Union**  
**Proposals**

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**ANW/PEI LOCAL UNION PROPOSAL #1**

**ARTICLE 3. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

**3. HOURS:**

**K. Time Off After the Schedule is Posted:**

The hospital and the Minnesota Nurses Association agree that nurses need to have the ability for short-term flexibility in their schedule.

**1. It is agreed that:**

- a. Vacation targets will be identified by January 1 on a year-to-year basis in accordance with the formula provided for in Section 9. "Vacation," Subsection D. Vacation Scheduling, and with MNA input. If vacation targets are altered, MNA will have the option of reviewing the hours. Vacation targets will remain consistent and not be adjusted to compensate for vacant positions or medical leaves unless the manager reviews the need to adjust the targets temporarily with MNA. The calendar of available vacation shifts per day will be posted and made available for nurses to review at all times. The calendar will be updated as vacations are granted. Available vacation days to bring the unit to vacation targets will be posted when the unit schedule is posted.
- b. If vacation shifts are available, a nurse may request **a maximum of two** additional **single** vacation days **per week**. This opportunity will be limited to vacation targets and may not be available in peak vacation months. Management will not deny vacation requests if vacation target shifts are still available.

Date:

Time:

- c. If weekend vacation shifts are available, they may be used and not counted against the total number of weekend vacation shifts the nurse is eligible to take on a year-to-year basis. ~~Eligibility for vacation shift sign-up on weekends will be limited to four (4) shifts per calendar quarter for every other weekend staff and two (2) weekend shifts for every third weekend staff.~~

2. If a vacation shift is not available, a nurse may replace the shift with another equally qualified regularly scheduled part-time nurse from the same unit or cross trained nurse from the community. Casual nurses may be used for replacement above their shift requirement. Replacement will not result in overtime.

Nurses may replace themselves up to one hundred percent (100%) of their FTE during the calendar year.

The change in schedule will be requested no less than 48 hours in advance. ~~Requirements for clinical expertise and charge nurse assignment must be met.~~ The nurse must use vacation hours for the requested schedule change. The CNM or her/his designee must approve all schedule changes.

Date:

Time:

## ANW/PEI LOCAL UNION PROPOSAL #2

### ARTICLE 4. SALARY

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### 4. Salary :

##### E. Reduction of Hours

~~In January and June of each year, a~~ registered nurse may request to reduce her/his work agreement four times per year. The nurse must request the reduction by:-

1. January 1<sup>st</sup> for an April 1<sup>st</sup> implementation,
2. April 1<sup>st</sup> for a July 1<sup>st</sup> implementation,
3. July 1<sup>st</sup> for an October 1<sup>st</sup> implementation, and
4. October 1<sup>st</sup> for a January 1<sup>st</sup> implementation.

This agreement excludes designated roles such as Assistant Head Nurses and Care Coordinators. ~~This reduction will be granted in the first schedule of April and September.~~ Any nurse who is granted a reduction in hours will not be subject to an extra shift bonus, if there is one in place, for three (3) months following the reduction. This exclusion does not include the weekend bonus. A nurse may request a reduction in hours ~~once in a 12-month period~~ according to the above schedule or after returning from a medical/maternity leave. A reduction in hours after returning from a medical/maternity leave will have immediate effect. After a reduction in hours, nurses will not be eligible for benefits as outlined in Section 6. "Part-Time Nurses," Subsection J. Increase in Part-Time Hours (Creep) for a period of one (1) year. If an RN working in a department with fewer than 20 regularly scheduled nurses requests a reduction in hours which results in an open .3 position or less, the reduction may be delayed for a maximum of six months.

Date:

Time:

### **ANW/PEI LOCAL UNION PROPOSAL #3**

#### **ARTICLE 4. SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

4. Salary:

E. Relieving a Head Nurse/ Supervisory Non-Contract Position:

When a staff nurse performs the duties of a head nurse/supervisor, ~~she or he~~ the nurse shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift ~~of work~~ consisting of at least eight (8) hours of work. However, under no circumstance should this temporary assignment last longer than six (6) months and while serving in this capacity, the temporary manager will not administer disciplines nor evaluate staff.

Date:

Time:

## **ANW/PEI LOCAL UNION PROPOSAL #4**

### **ARTICLE 4. SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add new Section to read:

#### 4. Salary

##### S. Timecard Changes:

Before making any changes to a nurse's timecard or paycheck, the Employer will discuss any modifications with the affected nurse and document that conversation.

Date:

Time:

## ANW/PEI LOCAL UNION PROPOSAL #5

### ARTICLE 6. PART-TIME NURSES

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### 6. Part-Time Nurses

##### B. Part-Time Holidays:

[Beginning at the 3<sup>rd</sup> Paragraph]

New Year's Eve and New Year's Day Pay and Hours:

New Year's Day shall be deemed to extend over a thirty-two (32) hour period from three (3) p.m. ~~the start of the evening shift which begins~~ on December 31 through the end of the evening shift which began on January 1. The above notwithstanding, if a nurse works ~~more than one (1) shift~~ during the thirty-two (32) hour period on New Year's, ~~she or he~~ the nurse shall receive pay at the rate of time and one-half (1½) for all hours worked on the holiday and shall receive in addition, one (1) hour of holiday pay for each hour worked, including overtime, ~~on one (1) shift during this thirty-two (32) hour period. If more than one (1) shift is worked during the thirty-two (32) hour period, the first shift shall be the one for which the holiday pay is received.~~

Date:

Time:

## **ANW/PEI LOCAL UNION PROPOSAL #6**

### **ARTICLE 6. PART-TIME NURSES:**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **6. Part-Time Nurses:**

##### **E. Casual Part-Time:**

1. Registered nurses may, with ~~six~~ two (62) weeks' notice, transfer to casual status. All casual nurses will be considered to be working a flexible schedule as provided in Section "Hours," Subsection Flexible Work Schedules, and will be covered by its provisions except that the nurse will be scheduled eight-(8) hour shifts unless the nurse agrees on a shift-by-shift basis to work a shift of other than eight (8) hours . A casual nurse who has signed up for a shift 24 hours prior to the shift is expected to work that shift. Before mandatory low-need days are assigned to part-time regularly scheduled staff according to Section "Temporary Staffing Adjustments," Subsection Mandatory Low-Need Days, casual staff will be cancelled at the hospital's discretion. A casual nurse shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse was scheduled or agreed to work. All casual nurses are required to work one holiday shift per year, and every other year it will be a Christmas shift. All competencies and the completion of required evaluations will be maintained year to year. If a casual nurse does not work at least 24 hours during a four (4) week schedule (16 hours for casual nurses in the Float Pool or one evening/night shift on a weekend per paragraph 3) and there are open shifts, casual status will be terminated.



Date:

Time:

**ANW/PEI LOCAL UNION PROPOSAL #7**

**ARTICLE 8. HOLIDAYS FOR FULL-TIME NURSES:**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

8. Holidays for Full-Time Nurses

F. Time Off in Lieu of Holiday Pay:

A nurse electing compensatory straight time off in lieu of holiday pay shall be paid for such compensatory day during the four-week period in which the compensatory day off is taken. Management will grant the nurse compensatory time off during the four-week period on the day and shift of the nurse's choosing.

Date:

Time:

## **ANW/PEI LOCAL UNION PROPOSAL #8**

### **ARTICLE 10. LEAVE WITH PAY FOR ILLNESS/INJURY:**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### 10. Leave with Pay for Illness/Injury

##### B. Verification of Illness:

The hospital may not request ~~reasonable~~ evidence of illness, except in the specific situation as outlined in Article 10, Section E, with individual nurses who have demonstrated a pattern as defined therein only and with advance notice of such requirement for future sick calls only. General requirements of a physician's certificate for proof of sickness shall not be made, ~~but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required.~~ A nurse shall not be required to explain an illness at the time sick call-in is made. Such explanation may be required at a later time based on a review of a pattern of sick leave use. ~~Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital.~~ No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

Date:

Time:

**ANW/PEI LOCAL UNION PROPOSAL #9**

**ARTICLE 10. LEAVE WITH PAY FOR ILLNESS/INJURY:**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

10. Leave with Pay for Illness/Injury

E. Process for Addressing Patterns of Unavailability:

2. c. Leave with pay hours for unscheduled absences for which the employee doesn't have sick time or replaces with vacation time will be included in the review. Approved medical LOA, FMLA, workers' compensation, funeral leave, voluntary or mandatory low-need days, [sick days covered by a physician's note](#) and critical illness or death in the family will not be included in the review.

Date:

Time:

**ANW/PEI LOCAL UNION PROPOSAL #10**

Add the following new language:

The hospital will staff two house circulating nurses at all times. One of these nurses will be designated as ED support and will be utilized to assist during periods of high acuity in the ED and provide care for critical care patients who are boarding in the ED to maintain a 1:1 or 1:2 RATIO. House circulating nurses will receive ED and Code Green training. House circulating nurses will be recognized as essential to meet patient safety goals and will not be utilized to fill staffing needs. House circulator nurses will not be reassigned. The hospital further agrees to maintain a pool of qualified nurses sufficient to fill these roles. Staffing these roles will be reviewed on a monthly basis and it is understood that these roles will be staffed at a minimum of 90 percent. The hospital will not utilize these nurses for general ED needs.

If the hospital fails to meet the requirements of this section at any time, the ED nurses working the shift during such time will each receive twenty-five percent (25%) premium pay above their base wage rate for the entire shift in question.

Date:

Time:

## ANW/PEI LOCAL UNION PROPOSAL #11

### ARTICLE 20. LABOR MANAGEMENT PRINCIPLES AND ACTIVITIES

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify the following language:

#### 20. Labor Management Principles and Activities

Principles the parties have agreed to related to professional practice staffing and scheduling and health and safety are outlined below:

##### 1. ~~Professional Practice:~~

~~Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates in case management with other health care professionals. Only a registered nurse in a supervisory role will evaluate the professional nursing practice of a bargaining unit registered nurse. Minnesota Nurses Association Representatives will be included in any care delivery changes, including cost reduction initiatives.~~

~~Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse.~~

Date:

Time:

~~Only the registered nurse will receive the physicians' telephone and verbal orders which are to be implemented by the nursing staff.~~

## PROFESSIONAL NURSING PRACTICE

Practice Philosophy: Management will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual practice.

Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates with other health care professionals in case management.

There is no substitute for professional judgment. All decisions to delegate nursing care must be based on the safety and welfare of the client. The employer and co-workers must support registered nurses and share responsibility to provide safe, high quality patient care. The registered nurse plans, coordinates, and manages the nursing care of patients. Other workers have a place and are equipped to assist, not replace, the registered nurse in patient care. Nursing is a knowledge-based discipline and cannot be reduced to a list of tasks.

Only a registered nurse will evaluate the professional nursing practice of a bargaining unit registered nurse.

Delegation: Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or Hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to

Date:

Time:

communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse.

Only the registered nurse will receive the physician's telephone and verbal orders which are to be implemented by the nursing staff. It is understood by both the Union and the Hospital that while physicians may delegate care tasks to Registered Nurses; physicians are not considered supervisors and shall not direct the workflow of any Registered Nurse.

Ethics: The hospital shall support an ad hoc Nursing Bedside Ethics group to assist nursing staff in dealing with ethical issues. The group will convene as mutually agreed upon by labor and management.

At least one bargaining unit nurse will be selected by the Association to serve on the Hospital Bioethics Committee.

Allina and the Association will support on-going education about the ANA Code of Ethics for Nurses (bargaining unit, educators, managers, administrators, specialists, etc.).

Reporting of Errors: It is Allina's intent to develop a system of blameless reporting of errors that recognizes the complexity of our systems. It is our goal to create a just culture recognizing individual and organizational accountability that includes:

1. Identifying errors
2. Focusing on understanding what caused the error
3. Implementing changes to prevent recurrences
4. Limiting discipline only to misconduct or impairment

Floating: When a nurse is floated to a unit or area where the nurse receives an assignment that she or he feels she or he cannot safely perform independently, the nurse has the right and obligation to request and receive a modified assignment which reflects the nurse's level of competence.

Non-Nursing Functions: The Hospital will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.

Changes in the Health Care Delivery System Impacting Nursing Practice: The Association and the Hospital recognize that changes in the health care delivery

Date:

Time:

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

Nursing Care Delivery Committee: There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairs - one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee shall be paid at straight time for meeting time spent in serving on this Committee.

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. Individual registered nurses and/or nurse managers/leaders may bring concerns about proposed changes in, or problems related to, hospital practices/policies which impact on patient care and nursing practice to the Nursing Care Delivery Committee (NCDC). Unresolved issues related to the equipment/technology at the unit level may be brought to the LMC for discussion and determination of the next steps. Involved bargaining unit nurses and management personnel have the responsibility to attend NCDC meetings to respond to the concerns and to mutually reach resolution to the issues and concerns. The Committee may appoint a task force as it deems appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including committees at department levels or unit levels that relate to the type of changes referred to below shall be routinely shared with all members of the committee.

Committee Role and Functions:

1. The Committee, through use of a joint decision making process, has the authority and accountability to specify the role implementation of the



Date:

Time:

registered nurse in the patient care delivery system of the organization and the application of the nursing process in that delivery of patient care.

2. The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care which may include the ANA Quality Indicators. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence.
3. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. If there is consideration of changing the person or position performing a patient care task or procedure, the proposed change will be brought before the NCDC for consideration, evaluation, and consensus prior to any implementation. This will include any consideration of including patient care tasks or procedures in the position descriptions of non-direct care employees. Bargaining unit nurses will be involved in any patient care redesign initiatives, including those related to cost reduction. The Committee is responsible for, and has the authority to, identify the appropriate use of assistive nursing personnel and define the reporting relationship of assistive nursing personnel. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.
4. Plan and facilitate (a) the process(es) by which Allina Finance and the Association leaders will discuss budget assumptions and (b) the process by

Date:

Time:

which Association leaders actively participate in the development of Allina Nursing and Patient Care budgets.

5. Jointly determine changes in the registered nurse hours per patient day for the planned/budgeted staffing matrix/grid. Changes in the nursing hours per patient day and/or skill mix for planned/budgeted matrix development will be jointly determined by this Committee.
6. The Committee will develop and implement an evaluation tool to assess the effectiveness of staffing matrix/grid changes. This tool will include an assessment of whether patient care needs and cost parameters were met. The outcomes of the assessment will be used to make further decisions in staffing and skill mix, especially in regard to a criteria-based nurse-patient assignment system which categorizes patients in no more than four (4) groups which reflects acuity, intensity, and activity.
7. Pilot Projects: Pilot programs involving the type of changes referred to in preceding paragraphs that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.
8. Committee Development: The Labor Management Committee will jointly develop a process or mechanism to assure consistent Association representation on hospital committees, task forces, and work groups, including the hospital's Biomedical Ethics Committee, which requires registered nurse participation.
9. Committee Mergers: By mutual agreement, the functions of the Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.
10. Excellence in Nursing Award: As part of the recognition of National Nurses Week, the hospital will establish an annual "Excellence in Nursing Award" to be awarded to bargaining unit nurses and others. A joint MNA/management panel will determine the recipients of such award.
11. Committee Powers and Impasse Resolution: The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

Date:

Time:

12. Required Education: At least quarterly, the committee will review required education for opportunities to consolidate and recommend methodologies to enhance learning.
13. Patient Care Equipment: The hospital will seek and consider staff nurse input before purchasing equipment that nurses would regularly be expected to use in performing their patient care duties.
14. Acuity (Levels of Care) and Activity Evaluation:  
MNA and management, which includes the representation from system quality function, will meet and develop an acuity tool ~~continue to utilize the acuity (Levels of Care) and activity tool developed in the 1998-2001 negotiations~~ to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity. The charge nurse using professional nursing judgement will have the authority to override any acuity tool.

The provisions of this Section have been established for the discussion and good faith consideration of the subjects included within the scope of this Section. It is the intent and desire of the parties that mutual agreement be reached on these subjects. If the Committee is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Committee in attempting to find solutions to areas of disagreement. The mediator may be chosen from the Federal Mediation and Conciliation Service or from other sources as the Committee may determine.

In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until a conflict resolution process is observed.

Date:

Time:

**ANW/PEI LOCAL UNION PROPOSAL #12**

**ARTICLE 4. SALARY**

Add the following new language:

S. Employee Parking: All nurses shall be provided with parking privileges at all Abbott Northwestern/Phillips Eye Institute facilities at no cost to the employee.

Date:

Time:

**ANW/PEI LOCAL UNION PROPOSAL #13**

**LETTERS OF UNDERSTANDING**

All ANW/PEI LOUs that are not addressed in the proposals above, the Union is proposing that each is renewed throughout the duration of the collective bargaining agreement.

Date:

Time:



## Minnesota Nurses Association

### Mercy Hospital Local Union Proposals

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#### MERCY LOCAL UNION PROPOSAL #1

#### ARTICLE 3. HOURS

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### HOURS

- D. Start Times: The number of unit start times currently in place shall not be changed and/or increased unless the proposed new start time has met criteria established and approved by the designated labor management committee. Both parties must mutually agree to the new start time prior to its implementation on the unit. The development of a new start time shall not negatively impact any other nurse. [Nurses shall be scheduled start times by seniority.](#)

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #2**

### **ARTICLE 3. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

#### **HOURS**

Weekend Exempt: Nurses who have worked for 25 continuous calendar years in the bargaining unit will be eligible not to work weekends.

Date:

Time:

**MERCY LOCAL UNION PROPOSAL #3**

**ARTICLE 3. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following language:

6. No nurse who works a schedule of every third weekend shall have their weekend rotation revoked. Any hours worked outside of their every third weekend rotation shall be eligible for the “Bonus for Extra Unscheduled Weekend Shifts” outlined in Article 3.F of this agreement. This applies to any nurse scheduled every third weekend regardless of the type of shift they may work during weekdays.



Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #4**

### **ARTICLE 3. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

4. Nurses working a schedule of rotating shifts **normally** shall not be scheduled to work the evening shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off. Nurses will not be required to rotate shifts more than once in a seven (7) day period, and they will not be scheduled a day shift for forty-eight (48) hours after working an overnight shift, except by mutual agreement.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #5**

### **ARTICLE 4. SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

Beginning at the 3<sup>rd</sup> paragraph

#### D. Confirmation of Work Agreement:

Every effort will be made to grant temporary or permanent decreases in hours upon request of the nurse. A nurse requesting a reduction in her/his work agreement may be maintained at her/his current work agreement for up to 90 days before being granted a reduction, except that a nurse returning from a medical/maternity leave shall be allowed to reduce their hours immediately.

Nurses will not be allowed to reduce their work agreements during the summer months (June, July, and August).

Date:

Time:

**MERCY LOCAL UNION PROPOSAL #6**

**ARTICLE 5. ON CALL DUTY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following language:

**ON CALL DUTY**

F. A nurse who is assigned on call adjacent to their scheduled shift and is required to stay beyond their regular hours shall be guaranteed a minimum of four (4) hours pay.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #7**

### **ARTICLE 6. PART-TIME NURSES**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **B. Part-Time Holidays:**

##### **2. c. New Year's Holiday:**

The New Year's Holiday will be counted as one holiday consisting of the thirty-two (32) hour period beginning at 3:00 p.m. on December 31 and ending at 11:30 p.m. on January 1. A part-time nurse who works during this thirty-two (32) hour period shall be paid at the rate of two and one-half (2½) times the nurses' regular rate of pay for all hours worked ~~during the first shift, except for a shift that is scheduled to end at 3:30 p.m. on December 31<sup>st</sup> or which is scheduled to start at 11:00 p.m. on January 1<sup>st</sup>. Hours worked beyond the first shift shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay.~~

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #8**

### **ARTICLE 10. VACATIONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

- D. Vacation Allocation Formula : During the 2007 negotiations, the parties agreed to implement the following vacation allocation formula for vacation scheduling starting in 2008:

The total number of hours earned per year per nurse shall be calculated as follows:

The annual vacation accrual rate (i.e., two weeks, three weeks, four weeks) is multiplied by each nurse's average FTE from the previous year. The average FTE equals the average of all hours worked, not the hired FTE. In addition, each nurse's personal holiday hours and any earned sick leave conversion hours and any straight night shift bonus vacation accruals are included.

The manager takes the total number of vacation hours earned per year per nurse for all nurses on the unit. This number is then divided by 365 days. The total number of hours per day will be increased by ten percent (10%) for the total vacation hours available per day per unit. This number is then divided by 8 to equal the total number of vacation targets available per day per unit. No nurse shall have their vacation or short term vacation (STV) denied if a vacation target is available, nor will they be denied due to shift, job role, or skill mix.~~This then equals the total number of vacation hours available per day.~~

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #9**

### **MERCY ARTICLE 11. SICK LEAVE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **LEAVE WITH PAY FOR ILLNESS/INJURY:**

B. Verification of Illness:

~~The hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required.~~ A nurse shall not be required to explain an illness at the time sick call-in is made, nor will they be denied usage of Sick Time for not expressly stating that they are sick. ~~Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital.~~ No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #10**

### **ARTICLE 18. DISCIPLINE AND TERMINATION OF EMPLOYMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

- C. A nurse participating in an investigatory meeting that reasonably could lead to disciplinary action shall be advised in advance of such meeting and of its purpose, including the issue and any relevant dates pertaining to the investigation. The nurse shall be advised of the right to request and be granted Minnesota Nurses Association representation during such meeting. A nurse shall be allowed a minimum of seventy-two (72) hours to procure a representative of their choosing. Further, at any meeting where discipline is to be issued, the Hospital will advise the nurse of the right to have Minnesota Nurses Association representation at such meeting.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #11**

### **ARTICLE 21. PROFESSIONAL NURSING PRACTICE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

#### **PROFESSIONAL NURSING PRACTICE**

15. Acuity (Levels of Care) and Activity Evaluation:  
MNA and management, which includes the representation from system quality function, will meet and develop an acuity tool to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity. The charge nurse using professional nursing judgement will have the authority to override any acuity tool.



Date:

Time:

**MERCY LOCAL UNION PROPOSAL #12**

**ARTICLE 21. PROFESSIONAL NURSING PRACTICE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

**PROFESSIONAL NURSING PRACTICE**

- B. Only the registered nurse will receive the physician's telephone and verbal orders which are to be implemented by the nursing staff. It is understood by both the Union and the Hospital that while physicians may delegate care tasks to Registered Nurses; physicians are not considered supervisors and shall not direct the workflow of any Registered Nurse.

Date:

Time:

**MERCY LOCAL UNION PROPOSAL #13**

**ARTICLE 25. ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

**ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

- A. Bulletin Boards: The Hospital will provide ~~multiple~~ a bulletin board space exclusive to MNA nurses in on every unit locations that will be accessible to nurses for the posting of ~~meeting notices and related materials~~ MNA business. Bulletin boards will be a minimum of 24 inches x 24 inches.

Date:

Time:

**MERCY LOCAL UNION PROPOSAL #14**

**ARTICLE 25. ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

**ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

- D. Chairperson Paid Time for Bargaining Unit Responsibilities: Each bargaining unit chairperson will be provided an reasonable amount of paid time in the amount of .1 fte for every 100 bargaining unit members, but not less than .9 fte, to carry out bargaining unit responsibilities including, but not limited to, preparing for and participating in joint labor-management committees and activities, contract administration, and assisting bargaining unit members to resolve work-related issues. The amount and scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and each Hospital.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #15**

### **LOU: RNs Working as Interim Patient Care Supervisor**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

**Allina Hospitals & Clinics d/b/a Mercy Hospital  
and  
Minnesota Nurses Association**  
**SUBJECT: RNs working as interim Patient Care Supervisor**

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During the term of the agreement between the parties, the Minnesota Nurses Association and Mercy Hospital have entered into the following understanding to address MNA RNs that work in an interim capacity as a Patient Care Supervisor (PCS).

1. If a staff nurse fills the role of an interim Patient Care Supervisor, the interim Patient Care Supervisor will focus on the operational aspects related to education and clinical operations. In addition, a staff nurse working in the interim capacity will not participate in any of the performance management components of the job. The Patient Care Manager would continue to maintain full responsibility for this work.
2. If the interim assignment is for three months or less, a lump sum bonus of 3% of the hours worked as a Patient Care Supervisor will be paid at the end of their assignment.
3. If the interim assignment is for greater than three months, a lump sum bonus of 5% of the hours worked as a patient Care Supervisor will be paid on the pay period-by-pay period basis after a three-month period as elapsed and until the end of their interim assignment.
4. For any pay period in which the bonus is not paid following the eligible period, the Association will agree that the nurse will not be eligible for a supplemental check.
5. A nurse will not remain in an interim Patient Care Supervisor role for longer than six (6) months. ~~If a nurse chooses to remain in the PCS role, they will be eligible for up to two years from the date of the time that they assumed a permanent position as a PCS to return to an open and available position and be credited with all MNA benefits and seniority accrued from the date prior to assuming the permanent PCS position.~~
6. Interim Patient Care Supervisors will not be eligible for any hours/shifts of a staff nurse.
7. The parties agree to incorporate this LOU into the collective bargaining agreement when a successor agreement is negotiated.

Date:

Time:

## **MERCY LOCAL UNION PROPOSAL #16**

### **LOU: Mandatory Education**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

Mercy Hospital  
and  
Minnesota Nurses Association

SUBJECT: Mandatory Education

Mercy Hospital and the Minnesota Nurses Association (MNA) reached this agreement regarding educational activity deemed mandatory/required.

This LOU is intended to complement the language in the current collective bargaining agreements. To the extent this LOU covers topics or issues addressed in other LOUs, LMAs, or policies, this LOU shall supersede the others.

Mandatory/required education is education that is required by the Employer subsequent to employment. Mandatory/required education generally includes the learning modalities of instructor-led classes, on-line computer, or self-learning study packets.

Scheduling and Completion of Mandatory Education:

1. Each quarter each registered nurse will be given the option either:

Option 1: to be pre-scheduled prior to the posting of the final schedule ("pre-scheduled" as used below) to complete the mandatory education within her or his work agreement, or

Option 2: to complete the mandatory education on her or his own time at the regular rate with applicable shift differentials including permanent shift differential. [This time shall be paid to the employee in the paid period the proof of completion is turned in.](#)

2. Nurses who are pre-scheduled for mandatory education will be relieved of patient assignments and assigned to a quiet work place off the unit, to complete the education.

3. If a nurse who has been pre-scheduled cannot complete the education at the scheduled time, for whatever reason, then the nurse and the manager will mutually agree on alternate arrangements, which could include completing

Date:

Time:

the education on time adjacent to a shift at the overtime rate of pay if applicable, during low need time, another scheduled time, or other arrangement.

4. Quarterly education is required to be completed within (eight) 8 weeks of the bundle release date. The nurse will be notified of the assigned deadline date for each quarterly bundle based on the release date.
5. Nurses who have not completed the mandatory education will be reminded one week prior to the end of the 8-week period. This notice will include the reminder that nurses may not take voluntary low need time after the 8-week period unless/until the mandatory education is completed.
6. Registered Nurses on leave of absence will complete the required education on the first scheduled shift in which the nurse returns to work from leave of absence.
7. Casual and Per Diem nurses will follow the requirements outlined above.

C. Recourse When Mandatory Education Has Not Been Completed:

8. A nurse who is assigned a mandatory low need day will be required to complete his or her education activities (if not completed at the time of the low need), unless the nurse is pre-scheduled to complete the education on a subsequent day. Credit for mandatory low need will occur based on the applicable contract language and not less than four hours, eight hours, or twelve hour blocks of time.
9. After the 8-week period, nurses who have not completed mandatory education during the 8-week period will not be eligible for a voluntary low need shift or hours until the required education has been completed.
10. If a nurse fails to complete required education after the 8-week completion period, then the nurse may be subject to progressive discipline.

Date:

Time:

| **MERCY LOCAL UNION PROPOSAL #17**

All Mercy LOUs that are not addressed in the proposals above, the Union is proposing that each is renewed throughout the duration of the collective bargaining agreement.

Date:

Time:



## Minnesota Nurses Association

### United Hospital Local Union Proposals

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#### UNITED LOCAL UNION PROPOSAL #1

#### UNITED DEFINITIONS

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### DEFINITIONS:

Full-Time: The term "full-time" applies to a nurse working or employed by the hospital to work ~~seventy-two~~~~eighty~~ (72~~80~~) hours in a two-week period or forty (40) hours per week.



Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #2**

### **ARTICLE 3. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following language.

#### **SECTION C: SCHEDULING**

(o) Weekend Exempt: Nurses who have worked for 25 continuous calendar years in the bargaining unit will be eligible not to work weekends.

Date:

Time:

### **UNITED LOCAL UNION PROPOSAL #3**

#### **ARTICLE 4. SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

##### Section D

Recognition of LPN or Other Non-RN Experience: A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 14, Temporary Staffing Adjustments, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.

For salary purposes, a licensed practical nurse (LPN), [paramedic, or EMT-P](#) will receive partial credit for previous work as an LPN, [paramedic, or EMT-P](#) in an acute care, long-term, or transitional care facility. The credit given is 75% for all hours worked as an LPN within Allina and 50% for all hours worked as an LPN, [paramedic, or EMT-P](#) in non-Allina facilities.

For salary purposes, a certified surgical technician who will be moving directly to a position as a registered nurse in the operating room will receive partial credit for previous work as a certified surgical technician in an acute care operating room. The credit given is 75% for all hours worked as a certified surgical technician in an Allina acute care operating room and 50% for all hours worked as a certified surgical technician in a non-Allina acute care operating room.

The maximum salary credit given to LPN or certified surgical technician applicants is seven years on the RN salary scale, however, an applicant will not receive more than five years of credit for experience outside of Allina.

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #4**

### **ARTICLE 10. SICK LEAVE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **LEAVE WITH PAY FOR ILLNESS/INJURY:**

B. Verification of Illness:

~~The hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required.~~ A nurse shall not be required to explain an illness at the time sick call-in is made, nor will they be denied usage of Sick Time for not expressly stating that they are sick. ~~Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital.~~ No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #5**

### **ARTICLE 13. LEAVES OF ABSENCE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **ASSOCIATION ACTIVITIES:**

Leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences and conventions of the Association on a local, district, state or national level. The number of nurses attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Hospital's staffing requirements.

In addition, nurses selected to serve as a regular or alternate member of the Association Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for ~~time~~ all hours spent serving in this capacity ~~not to exceed shifts actually lost from work due to such involvement.~~ In addition, no nurse serving in either capacity shall have time off requests denied for time spent serving in this capacity.

Increased priority will be placed on granting nurses time off for the following: Delegates to the Minnesota Nurses Association and ANA convention, Minnesota Nurses Association chairperson meetings, and Assembly of Bargaining Unit Leaders meetings.

The Hospital shall permit one (1) regularly scheduled nurse on each unit who is an elected Association representative time off up to two (2) hours each month for the purpose of attending an Association representative meeting, as long as such nurse finds a replacement for herself/himself. It is preferable that the replacement be one who will be paid straight time, but the Hospital will pay overtime as necessary. Nurses may take this time off as unpaid time or as benefit time, as they choose.

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #6**

### **ARTICLE 14. TEMPORARY STAFFING ADJUSTMENTS, LOW NEED DAYS AND LAY OFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

- (c) **Mandatory Low Need Days:** If additional reductions are indicated, low need days shall first be taken by the casual and Per Diem nurses and then by the least senior regularly scheduled nurse scheduled for the particular unit and shift where the reduction is necessary.

No regularly scheduled nurse shall be required by the Hospital to take more than three (3) low need days per Contract year. If the least senior regularly scheduled nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior regularly scheduled nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (c) of this provision shall not exceed three (3) per Contract year for any regularly scheduled nurse. A nurse to be assigned a low-need day pursuant to this Part (c) shall be given a minimum of ~~two (2)~~ three (3) hours advance notice before the beginning of the shift.

Casual nurses, per diem or temporary nurses shall not be assigned to work on units for which the nurse receiving low need days is oriented or otherwise qualified. Nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #7**

### **ARTICLE 16. SCHEDULES AND POSTING**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### Section C

- (c) Posting and Filling of Positions: If a nursing position is or will be open, the Hospital will post a notice electronically and on the bulletin board for a period of at least seven (7) calendar days before permanently filling the position. For purposes of the posting period in the next paragraph, the applicable notice is the one posted electronically. Any vacancy shall be posted prior to a unit's reconfiguration of shift patterns, except as permitted by Section 7, Rotation and Shift of Choice, and Section 6, Part-time Nurses, subsection (h) and to accommodate every third weekend schedules. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply.

The posting will include the date on which it was posted and the date and time the posting period will end, which will count as the period in which seniority applies for the granting of any position. The posting period will run from the date of the posting until 12:01 a.m. following the seventh day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on Tuesday, the posting period will run until 12:01 a.m. the following Wednesday.) If no qualified nurses apply within the posting period and the Hospital determines that the position still should be filled (with or without modifications to the job qualifications), then the position will be reposted for another 7-day window.

The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. ~~The Hospital may state up to three levels of required qualifications.~~

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #8**

### **ARTICLE 20. PROFESSIONAL NURSING PRACTICE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

#### **PROFESSIONAL NURSING PRACTICE**

13. Patient Care Equipment: The hospital will seek and consider staff nurse input before purchasing equipment that nurses would regularly be expected to use in performing their patient care duties.
14. Required Education: At least quarterly, the committee will review required education for opportunities to consolidate and recommend methodologies to enhance learning.
15. Acuity (Levels of Care) and Activity Evaluation: MNA and management, which includes the representation from system quality function, will meet and develop an acuity tool to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity. The charge nurse using professional nursing judgement will have the authority to override any acuity tool.

Date:

Time:

**UNITED LOCAL UNION PROPOSAL #9**

**ARTICLE 27. ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

**ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

- (c) Chairperson Paid Time for Bargaining Unit Responsibilities: Each bargaining unit chairperson will be provided an ~~reasonable~~ amount of paid time in the amount of .1 fte for every 100 bargaining unit members, but not less than 1.0 fte, to carry out bargaining unit responsibilities including, but not limited to, preparing for and participating in joint labor-management committees and activities, contract administration, and assisting bargaining unit members to resolve work-related issues. The amount and scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and each Hospital.



Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #10**

### **ARTICLE 39. PARKING**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **PARKING**

See also: Parking (LOU 1998)

~~(a) Employee parking charges will be assessed on an hourly or used basis.~~

~~(b) Free ramp parking will be provided for night shift staff.~~

~~(c) The payroll deduction for each nurse that holds a parking card will be a combination of a nominal monthly fixed rate plus an hourly rate, times the number of hours of parking that have been used on the card or a flat rate, if available.~~

~~(d) The Hospital agrees to limit employee parking rate percentage increases, in any one (1) year, to no more than the average annual percent across the board salary increase. However, any excess of the across the board salary increase percentage in any one (1) year may be carried forward to no more than two (2) subsequent years.~~

All nurses shall be provided with parking privileges at all United facilities at no cost to the employee.

Date:

Time:

## **UNITED LOCAL UNION PROPOSAL #11**

### **NEW ARTICLE, COMMUNITY CENTERED HOSPITAL**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language:

The Hospital and Union mutually agree that patient care that reflects the communities around the hospital will lead to better patient outcomes, increased patient satisfaction as well as provide opportunities to support the economic conditions of the community and its residents.

#### **A. Community Jobs Pipeline**

The Employer in partnership with the Union shall create a jobs pipeline for local high school, community college, and university students to enter the nursing field where the facility is physically located, prioritizing the city and then county. Equal representatives of the Union and hospital will work jointly to facilitate bi-annual job fairs, implement (facility) sponsored scholarships for low-income students to enter the nursing field, and implement a nurse mentorship program. The mentorship program will include shadowing for at least one shift, and at least one hour of one-on-one time away from patient care for questions and answers. Nurse mentors will be a voluntary role and shall be kept whole for wages, benefits, and seniority.

#### **B. Keeping Communities Whole**

##### 1. Changes to facilities and services

- a) For the life of the contract, the [health system] may not take the required business or legislative steps to defund, restructure, relocate, close, or sell any units, facilities, campuses, or services without prior written consent of the Union. This applies even if services are relocated in the hospital system.
- b) In the event [hospital system] receives union consent to any of the actions in Section A, subsection a, the following will apply:
  - ii. EITHER: The hospital commits to neutrality in any union election in a newly approved facility built or change in service locations within [health system].
  - iii. OR: For the life of the contract, if the [hospital system] gains permission for any of the items in A, subsection a, all registered

Date:

Time:

nurses hired to any new units and facilities will be recognized as part of the bargaining unit within the hospital system.

1. Pensions: Nurses impacted by any changes as described in (1.a) will retain their vestment rights in the pension
2. Seniority: Nurses impacted by any changes as described in (1.a) will retain their seniority hours
3. Accrued Leave Time: Nurses impacted by any changes as described in (1.a) will retain all accrued leave time including but not limited to vacation, sick, and personal leave.
4. Layoffs: In the event any changes described in (1.a) result in layoffs, the Hospital must pay all laid off nurses the equivalent of five times their annual wage prorated to their FTE.

## 2. Nurses care for their communities

- a. A bedside nurse, of the Union's choosing, will be a full voting member of the [hospital system's] Board of Directors.
  - i. The Union board member shall be kept whole and be provided with reasonable time to carry out Committee responsibilities including, but not limited to, preparing for and participating in Board meetings, trainings, and other Board activities.
- b. The Board of Directors may not consider any of the facility changes in (1.a), consider new facility lease agreements, or consider any other service or facility changes without prior written Union approval and Equity, Diversity, and Inclusion committee approval.

## **C. Community Health Needs Assessment**

To ensure patient care and patient needs are directly evaluated by those who provide direct care, the Hospital shall include at least five direct care staff, including at least two bargaining unit registered nurses, on the executive committee who are tasked with completing the federally required Community Health Needs Assessment (CHNA) report. At least one action item on the final CHNA will be from direct care staff. The group will utilize a consensus model of decision making including how data is collected for the report. Data shall include input from community groups within the city and county of the facility, including a community

## **D. Community Benefit Spending and Medical Debt Relief**

1. The hospital shall spend at least 2% of revenue over expenses on community benefit spending.

Date:

Time:

2. The hospital shall not sell off any of its patients' medical debt to third party and/or for-profit debt-collection agencies. The hospital shall not delay or deny care due to medical debt regardless of the nature of care. The hospital will apply a minimum of 25% of total community benefit spending to relieve patient medical debt, prioritizing debt that is more than one year old.

### **E. Responsible & Transparent Financial Stewardship**

The hospital and Union agree in the need for responsible and transparent financial stewardship of the healthcare and acknowledge the not-for-profit status of the hospital is in exchange for tax exemption.

At least 60 days before any executive officer receives a raise, bonus, prize, or monetary incentive of any kind, the Employer agrees to make publicly known:

- the amount of the raise, bonus, prize, etc.
- the name of the recipient of the raise,
- the previous salary of the executive prior to the raise,
- a comparison of that salary to the average hourly wage paid in the facility

In addition, the hospital agrees to:

- Send e-mailed notice of the above information to all employees.
- Send mailed notice of the above information to all patients seen within the system over the last calendar year.
- Announce the above information in a press release.

Date:

Time:

**UNITED LOCAL UNION PROPOSAL #12**

All United LOUs that are not addressed in the proposals above, the Union is proposing that each is renewed throughout the duration of the collective bargaining agreement.

Date:

Time:



## Minnesota Nurses Association

### Unity Hospital Local Union Proposals

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#### UNITY LOCAL UNION PROPOSAL #1

#### ARTICLE 1. RECOGNITION

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### RECOGNITION

THIS AGREEMENT is made and entered into by and between Mercy Hospital – Unity Campus and the Minnesota Nurses Association.

The Minnesota Nurses Association will be the sole representative of all full-time and regular part-time Registered Nurses and casuals, charge Registered Nurses, including but not limited to, Critical Resource, Radiology, Care Coordinators, Casuals, [Wound and Ostomy Nurses](#), excluding all Assistant Nurse Managers, Diabetic and Unit Educators, Utilization Review, SANE Registered Nurses, CRNAs, Employee Health Nurses, Confidential employees, and guards and supervisors as defined in the Act. The Hospital agrees to not challenge the supervisory or managerial status of any bargaining unit member during the term of this agreement and until a successor agreement is negotiated.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #2**

### **ARTICLE 2. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

### **HOURS**

C. Scheduling:

Weekend Exempt: Nurses who have worked for 25 continuous calendar years in the bargaining unit will be eligible not to work weekends.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #3**

### **ARTICLE 2. HOURS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following language:

### **HOURS**

J. Start Times: The number of unit start times currently in place shall not be changed and/or increased unless the proposed new start time has met criteria established and approved by the designated labor management committee. Both parties must mutually agree to the new start time prior to its implementation on the unit. The development of a new start time shall not negatively impact any other nurse. Nurses shall be scheduled start times by seniority.



Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #4**

### **ARTICLE 5. SALARY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify this Section to read:

E. Relieving a Nurse Manager/ Supervisory Non-Contract Position:

When a staff nurse performs the duties of a nurse manager, ~~she or he~~ the nurse shall receive the rate of pay ten percent (10%) above the nurse's current salary for any shift consisting of at least eight (8) hours of work. However, under no circumstance should this temporary assignment last longer than six (6) months and while serving in this capacity, the temporary manager will not administer disciplines nor evaluate staff.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #5**

### **ARTICLE 7. VOLUNTARY AND MANDATORY LOW-NEED AND LAYOFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **VOLUNTARY AND MANDATORY LOW-NEED AND LAYOFF**

##### **D. Mandatory Low-Need Days:**

###### **Mandatory Low-Need Limit:**

Regularly scheduled nurses shall be required by the hospital to take no more than three (3) low-need days per Contract year. Mandatory low-need days will be assigned on a rotating basis based on hospital-wide seniority, least to most, and no more than one (1) per pay period.

###### **Notice of Cancellation:**

A nurse to be assigned a low-need day pursuant to this Part D shall be given a minimum of ~~three~~ three (3) hours ~~advance~~ advance notice before the beginning of the shift. ~~or one (1) hour of pay.~~

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #6**

### **ARTICLE 8. PAID TIME OFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **PAID TIME OFF**

##### **E. Holidays**

###### **Holiday Scheduling:**

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day.

A nurse shall not be expected to work more than three (3) of the six (6) specified holidays in this section in any calendar year.

A non-15 year full-time nurse who works more than three (3) of the six (6) specified holidays shall be paid an additional one hundred and fifty dollars (\$150.00) for each full holiday shift. A holiday bonus shall not be paid if the additional holiday is worked as a result of nurses voluntarily exchanging hours.

Units that are closed and non-24/7 where the recognized Holidays fall on a Saturday, the holiday will move to Friday preceding the Saturday. Should the holiday fall on a Sunday, the holiday will move to the Monday following that Sunday. All other contractual provisions shall apply.

Date:

Time:

**UNITY LOCAL UNION PROPOSAL #7**

**ARTICLE 8. PAID TIME OFF**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following paragraph:

**E. HOLIDAYS:**

Time Off in Lieu of Holiday Pay

A nurse electing compensatory straight time off in lieu of holiday pay shall be paid for such compensatory day during the four-week period in which the compensatory day off is taken. Management will grant the nurse compensatory time off during the four-week period on the day and shift of the nurse's choosing.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #8**

### **ARTICLE 11. LABOR MANAGEMENT COMMITMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **LABOR MANAGEMENT COMMITMENT**

- A. In order to meet those goals, the parties agree to establish a Labor Management Committee (LMC) to facilitate mutual problem solving and resolution of conflicts that arise during the course of the administration of the contract. The LMC shall coordinate the discussion and resolution of these activities on an organizational and local station /unit basis. The standing agenda items shall include staffing and scheduling, professional practice, open positions, and other administrative or organizational concerns. The length of the meetings will be discussed and changed in the event the scheduled time does not cover the agreed upon agenda items.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #9**

### **ARTICLE 11. LABOR MANAGEMENT COMMITMENT**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **LABOR MANAGEMENT COMMITMENT**

E. Changes in the Health Care Delivery System Impacting Nursing Practice: The Association and the Hospital recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe, quality patient care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost-efficient basis which recognizes the accountability of the registered nurse in accordance with the Minnesota Nurse Practice Act, ANA Code of Ethics for Nurses, and the Joint Commission on Accreditation of Healthcare Organizations.

F. Nursing Care Delivery Committee: There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairs - one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee shall be paid at straight time for meeting time spent in serving on this Committee.

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. Individual registered nurses and/or nurse managers/leaders may bring concerns about proposed changes in, or problems related to, hospital practices/policies which impact on patient care and nursing practice to the Nursing Care Delivery Committee (NCDC). Unresolved issues related to the equipment/technology at the unit level may be brought to the LMC for discussion and determination of the next steps. Involved bargaining unit nurses and management personnel have the responsibility to attend NCDC meetings to respond to the concerns and to mutually reach resolution to the issues and concerns. The Committee may appoint a task force as it deems

Date:

Time:

appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including committees at department levels or unit levels that relate to the type of changes referred to below shall be routinely shared with all members of the committee.

Committee Role and Functions:

1. The Committee, through use of a joint decision making process, has the authority and accountability to specify the role implementation of the registered nurse in the patient care delivery system of the organization and the application of the nursing process in that delivery of patient care.
2. The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care which may include the ANA Quality Indicators. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence.
3. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. If there is consideration of changing the person or position performing a patient care task or procedure, the proposed change will be brought before the NCDC for consideration, evaluation, and consensus prior to any implementation. This will include any consideration of including patient care tasks or procedures in the position descriptions of non-direct care employees. Bargaining unit nurses will be involved in any patient care redesign initiatives, including those related to cost reduction. The Committee is responsible for, and has the authority to, identify the appropriate use of assistive nursing personnel and define the reporting relationship of assistive nursing personnel. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any

Date:

Time:

recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.

4. Plan and facilitate (a) the process(es) by which Allina Finance and the Association leaders will discuss budget assumptions and (b) the process by which Association leaders actively participate in the development of Allina Nursing and Patient Care budgets.
5. Jointly determine changes in the registered nurse hours per patient day for the planned/budgeted staffing matrix. Changes in the nursing hours per patient day and/or skill mix for planned/budgeted matrix development will be jointly determined by this Committee.
6. The Committee will develop and implement an evaluation tool to assess the effectiveness of staffing matrix changes. This tool will include an assessment of whether patient care needs and cost parameters were met. The outcomes of the assessment will be used to make further decisions in staffing and skill mix, especially in regard to a criteria-based nurse-patient assignment system which categorizes patients in no more than four (4) groups which reflects acuity, intensity, and activity.
7. Pilot Projects: Pilot programs involving the type of changes referred to in preceding paragraphs that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.
8. Committee Development: The Labor Management Committee will jointly develop a process or mechanism to assure consistent Association representation on hospital committees, task forces, and work groups, including the hospital's Biomedical Ethics Committee, which requires registered nurse participation.
9. Committee Mergers: By mutual agreement, the functions of the Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.
10. Excellence in Nursing Award: As part of the recognition of National Nurses Week, the hospital will establish an annual "Excellence in Nursing Award" to be awarded to bargaining unit nurses and others. A joint MNA/management panel will determine the recipients of such award.



Date:

Time:

11. Committee Powers and Impasse Resolution: The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

12. Required Education: At least quarterly, the committee will review required education for opportunities to consolidate and recommend methodologies to enhance learning.

13. Patient Care Equipment: The hospital will seek and consider staff nurse input before purchasing equipment that nurses would regularly be expected to use in performing their patient care duties.

14. Acuity (Levels of Care) and Activity Evaluation: MNA and management, which includes the representation from system quality function, will meet and develop an acuity tool to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity. The charge nurse using professional nursing judgement will have the authority to override any acuity tool.

The provisions of this Section have been established for the discussion and good faith consideration of the subjects included within the scope of this Section. It is the intent and desire of the parties that mutual agreement be reached on these subjects. If the Committee is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Committee in attempting to find solutions to areas of disagreement. The mediator may be chosen from the Federal Mediation and Conciliation Service or from other sources as the Committee may determine.

In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until a conflict resolution process is observed.

Date:

Time:

**UNITY LOCAL UNION PROPOSAL #10**

**UNITY ARTICLE 19. ASSOCIATION COMMUNICATION AND CHAIRPERSONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

E. Nurses selected to serve as a regular or alternate member of the Association Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #11**

### **UNITY ARTICLE 26. INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language to this Section:

#### **HEALTH INSURANCE:**

3. A nurse who terminates employment at or after age 55 or who meets the Rule of 85 eligibility requirements and is eligible and has applied for pension benefits under a pension plan for Minnesota Nurses Association members to which a Hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group medical insurance program at the Hospital at which the nurse was last employed, as such program is provided for in this Section, at the group rate and at the nurse's expense. Such nurse shall be entitled to continue this coverage until such time as both the nurse and her/his spouse qualify for Medicare, at which time the coverage will terminate. This benefit is separate from any C.O.B.R.A benefits that may apply. The Medical Program shall provide continuation coverage in accordance with COBRA and applicable regulations.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #12**

### **UNITY ARTICLE 26. INSURANCE BENEFITS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **SHORT-TERM DISABILITY (STD)**

In conjunction with the agreed upon Paid Time Off (PTO) plan, the hospital shall provide to benefit-eligible nurses, at no cost, a partial salary continuation benefit while on a certified medical leave of absence that exceeds ten consecutive days in duration. The benefit will provide for ~~100~~<sup>60</sup>% of the nurse's regular pay for up to 80 calendar days following the ~~threeten~~ consecutive day waiting period. Nurses will be eligible for STD benefits on the first day of the month following employment.

During the ~~threeten~~-day waiting period, the nurse must use frozen sick leave (FSL), if available, or PTO. Should the nurse not have any FSL or PTO, this waiting period will be unpaid.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #13**

### **UNITY ARTICLE 30. DEFINITIONS**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

#### **DEFINITIONS:**

A. Full-Time:

The term "full-time" applies to a nurse working or employed by the hospital to work ~~seventy-two~~ ~~eighty~~ (72~~80~~) hours in a two-week period.

Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #14**

### **APPENDIX B. ATTENDANCE POLICY**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Modify to read:

### **APPENDIX B: ATTENDANCE POLICY**

#### Unscheduled Absences/Patterns of Unavailability:

The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which benefit time is paid or unpaid. This may include a pattern of unscheduled absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. Leave without pay hours for unscheduled absences for which the employee doesn't have accrued benefit time will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, Sick and Safety leave, and voluntary or mandatory low -need days, will not be included in any review.

#### **Appendix B: Attendance Policy**

##### Attendance (effective 1-1-07)

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##### **Section Name: Overview**

Good attendance habits are a fundamental and required element of every employee's job performance.

##### **Section Name: Applies To**

This policy applies to all employees.

##### **Section Name: Overview**

You are expected to be at your work area and ready to start work at your scheduled start time, take lunch periods when scheduled, and work until your scheduled end time. Employees who are frequently absent, take excessive breaks, arrive late, or leave early without advance notice and approval from their managers have not fulfilled an essential function of the job.

The attendance policy applies to both exempt and non-exempt employees. Employees with unsatisfactory attendance will be subject to corrective action. Unsatisfactory attendance will also affect your performance evaluation and opportunities for promotion, transfer, and/or salary increases.

Date:

Time:

### Section Name: Planned and Unplanned Absences and Tardiness

Allina Hospitals and Clinics distinguishes between planned and unplanned absences as defined below. Planned absences will not result in corrective action.

#### Planned absence

A planned absence is any time away from work that is:

- pre-scheduled and pre-approved by the employee's manager;
- mandated or protected by federal, state laws, or other applicable laws; (i.e., FMLA leave, jury duty ); or
- bereavement leave

When scheduling your time off, you are expected to give your manager as much advance notice as possible, which will help accommodate business needs and other employees' time off requests. The length of the notice varies by department.

#### Unplanned absence

An unplanned absence is defined as any time away from your work schedule (including missing a shift, being tardy, or leaving early) that is not a planned absence. Unplanned absence are measured in occurrences. You will receive one occurrence if you miss a shift. You will receive one-half of an occurrence if you begin work more than two minutes after your scheduled start time or leave more than two minutes before your scheduled end time.

Managers will track occurrences for each employee over a rolling 6-month period looking backward from the date of the absence or occurrences.

The Allina guideline for an acceptable level of occurrences is based on your FTE as follows:

Periods of absence	Casual to .49 FTE	.5 to .79 FTE	.8 to 1.0 FTE
In any six-month consecutive period	2	3	4

**Absences longer than one day:** If you miss work for more than one consecutive day for the same reason, you will receive one occurrence. However, you are required to call in each day notifying your manager that you will not be at work. In addition, after missing three (3) consecutive days of work, you must notify the HR Service Center to initiate a leave of absence (LOA) if you are going to require additional time away from work.

#### Relationship to paid leave

If your time away from work is an occurrence or half-occurrence, it is not relevant that you have paid time off (PTO), vacation, and/or sick time available.

#### Notification of time away from work

In the event you are going to be tardy or absent from your scheduled shift or if you need to leave early, you are expected to personally notify your manager (or designee)

Date:

Time:

according to your department guidelines. Some managers require personal notice and do not allow voice mail messages. Unless your department has a specific policy with a different notification standard, you are required to call at least 90 minutes before your scheduled start time. However, if you have an emergency situation where you are unable to give proper notification, you must notify your manager as soon as possible. If your department has specific requirements about providing personal notice, finding replacements, or notifying a manager if you have found a replacement, you are expected to be familiar with those requirements.

If you fail to provide appropriate notice that you will not be in, that you will be late, or that you will be leaving early, based on department guidelines, you will receive counseling or corrective action in addition to receiving an "occurrence" or "half-occurrence."

#### Job abandonment

If you fail to report to work or notify your manager of your absence for three (3) consecutive workdays, you will be considered to have voluntarily resigned your employment as of your last day worked.

#### **Section Name: Keeping Accurate Records of Hours Worked**

Non-exempt employees are expected to work their assigned schedules and keep specific accurate records of all hours worked. This is required by federal and state law and Allina policy. Falsifying time records is a serious violation and will result in corrective action.

Exempt employees are paid a guaranteed salary regardless of the number of hours worked each week and generally are not required to record their work hours and may have more flexible or varying schedules, including meal and break times. However, all exempt employees are required to work the schedule designated by their manager.

The attendance policy applies to both exempt and non-exempt employees.

#### **Section Name: Contact**

For more information, contact your HR Representative.



Date:

Time:

## **UNITY LOCAL UNION PROPOSAL #15**

### **NEW LANGUAGE**

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Add the following new language:

### **NEW ARTICLE VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA )**

A. Original VEBA Development: Effective June 1, 2022, and each year thereafter, Unity Hospital will collectively make available fifty thousand dollars (\$50,000.00) to be paid over to a joint Minnesota Nurses Association/Allina Voluntary Employee Benefit Association (VEBA ).

The principal and accrued interest of this account will be used to provide a subsidy benefit in the amount as outlined in this section per month to offset expenses relating to the purchase of health insurance, dental insurance, and life insurance for nurses electing to take early retirement from Unity Hospital until the nurse and the nurse's spouse/life partner become Medicare eligible in accordance with the Plan documents. The amount of the monthly benefit may be modified by the trustees of the account based on evaluation of actuarial data.

The ability to purchase term life insurance under this section is limited to a period of 4.5 years from the effective date of retirement . The ability to purchase dental insurance under this section ends at the nurse's 65<sup>th</sup> birthday. These additional types of insurance subsidization are independent of each other and of the health insurance subsidization, which means that one, two, or all three of the types of insurance may be purchased by the eligible participants.

In order to qualify for such benefit, a nurse shall meet the following criteria:

1. The nurse must qualify for an early retirement under the Twin City Nurses Pension Plan.
2. The nurse must have twenty thousand eight hundred (20,800) hours of service or fifteen (15) continuous calendar years of service with Allina, including service credit as a result of mergers or acquisitions.

Date:

Time:

3. The nurse must be benefit eligible at the time of retirement .
4. The nurse must be a member of the Minnesota Nurses Association bargaining unit of Unity Hospital at the time of retirement or may be employed outside the bargaining unit but within Allina if the employer was unable to accommodate the nurse's injury, illness, or disability within the bargaining unit.

The monthly subsidy amounts available for each of the benefits for participants who do not continue under Allina's group plans will vary according to length of service within Allina. For monthly subsidy amounts, the payments shall be equal to the lesser of: (a) the actual monthly premium amount paid by the retiree or (b) the following applicable amounts:

#### 2022 VEBA Subsidy Amounts

<u>VEBA 2022 Subsidy</u>	<u>Medical</u>	<u>Dental</u>	<u>Life</u>
<u>Up to 19 years of service</u>	<u>\$506.99</u>	<u>\$24.92</u>	<u>\$6.62</u>
<u>20-24 years of service</u>	<u>\$707.57</u>	<u>\$24.92</u>	<u>\$6.62</u>
<u>25+ years of service</u>	<u>\$899.36</u>	<u>\$24.92</u>	<u>\$6.62</u>

The above-stated medical subsidy amounts shall be adjusted each January 1<sup>st</sup> by the average percentage increase, if any, in the total monthly premiums for single coverage applied to the Medical Benefit Options applicable to MNA members for such calendar year. The subsidy amounts for dental and life insurance shall be adjusted in accordance with the foregoing provision based upon the average percentage increase for the applicable Benefit Options under such Programs as applied to MNA members. For the term of this Agreement, payments shall be adjusted based upon the revised subsidy amounts effective each January 1<sup>st</sup> on a prospective basis only. In no case will retroactive payments be made based upon these adjustments to the subsidy amounts.

Consistent with the terms of the agreement, the resulting monthly subsidies will be in effect only for those months during the calendar year that funding in the VEBA account is sufficient to provide them.

The parties shall execute all legal documents necessary to establish and initially fund the VEBA. The Minnesota Nurses Association and Allina shall

Date:

Time:

each select a sufficient number of trustees to administer the plan. The trustees shall have the authority to perform all necessary duties to establish, operate, and maintain the VEBA.

C. Cap on VEBA Contributions:

Each contract year under this Agreement, a determination shall be made as to whether an additional contribution is required to be made collectively by Unity Hospital ("Hospital"). For purposes of this determination, the "VEBA Balance" shall be the total balance of the VEBA on June 1, 2022, plus any contributions made by the Hospitals during the term of the Agreement and any investment income on such amounts, minus the amount of any distributions attributable to retirees of such Hospital. The Hospital shall be required to make an additional contribution for such contract year only if the VEBA Balance attributable to the Hospitals as of the prior December 31 is less than two (2) times the prior year's total distributions from the VEBA to retirees of such Hospitals.

If a contribution is required, the Hospitals' contribution shall be equal to the lesser of:

1. \$50,000; or
2. the amount necessary to increase the fund balance of the VEBA applicable to the Hospitals to two times (2) the total amount distributed to retirees of the Hospitals during the prior calendar year.

Any such contribution shall be made as soon as administratively feasible following the determination that a contribution is necessary.

The Hospital shall have no obligation to make additional contributions to the VEBA in the event the above-stated contribution amounts, in addition to the previous fund balance attributable to the Hospital, are insufficient to provide the benefits described in this section. In the event the VEBA balance is insufficient to provide such benefits, benefits to all participants shall cease immediately until additional contributions are made in accordance with the above-stated contribution schedule.

The Hospital and the MNA agree that the current VEBA benefit as described in this section is, for accounting purposes, a defined benefit model with a contribution limit. The parties further agree to establish a joint committee

Date:

Time:

which shall meet regularly during the term of this Agreement. The VEBA benefit will not be changed unless mutually agreed to between the parties.

D. To the extent legally required, the current plan documents and trust agreement that govern the terms of the VEBA shall be amended to reflect the above changes to the contract effective June 1, 2022.

Date:

Time:

**UNITY LOCAL UNION PROPOSAL #16**

**Add the following LOU: RNs Working as Interim Patient Care Supervisor**

**Allina Hospitals & Clinics d/b/a UNITY Hospital  
and  
Minnesota Nurses Association**

SUBJECT: RNs working as interim Patient Care Supervisor

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During the term of the agreement between the parties, the Minnesota Nurses Association and Unity Hospital have entered into the following understanding to address MNA RNs that work in an interim capacity as a Patient Care Supervisor (PCS).

1. If a staff nurse fills the role of an interim Patient Care Supervisor, the interim Patient Care Supervisor will focus on the operational aspects related to education and clinical operations. In addition, a staff nurse working in the interim capacity will not participate in any of the performance management components of the job. The Patient Care Manager would continue to maintain full responsibility for this work.
2. If the interim assignment is for three months or less, a lump sum bonus of 3% of the hours worked as a Patient Care Supervisor will be paid at the end of their assignment.
3. If the interim assignment is for greater than three months, a lump sum bonus of 5% of the hours worked as a patient Care Supervisor will be paid on the pay period-by-pay period basis after a three-month period as elapsed and until the end of their interim assignment.
4. For any pay period in which the bonus is not paid following the eligible period, the Association will agree that the nurse will not be eligible for a supplemental check.
5. A nurse will not remain in an interim Patient Care Supervisor role for longer than six (6) months.
6. Interim Patient Care Supervisors will not be eligible for any hours/shifts of a staff nurse.
- 7 The parties agree to the incorporate this LOU into the collective bargaining agreement when a successor agreement is negotiated.

Date:

Time:

| **UNITY LOCAL UNION PROPOSAL #17**

All Unity LOUs that are not addressed in the proposals above, the Union is proposing that each is renewed throughout the duration of the collective bargaining agreement.

The Union reserves the right to amend, add to, delete from, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of intent if the proposal is withdrawn by the Union.