

**Fairview Health Services
on behalf of St. John's Hospital,
St. Joseph's Hospital, Bethesda Hospital**

**Proposals to Minnesota Nurses Association
March 15, 2022**

TITLE:

~~2019-2022-2022 - 2025~~

CONTRACT AGREEMENT

between

~~HEALTH EAST CARE SYSTEM~~ FAIRVIEW HEALTH SERVICES

Bethesda Hospital

St. John's Hospital

St. Joseph's Hospital

and

MINNESOTA NURSES ASSOCIATION

ARTICLE 2. EDUCATIONAL DEVELOPMENT:

D. Required Education Subsequent to Employment:

Any education required by the Hospital inclusive of preparation, testing or demonstration, subsequent to employment, shall be provided during hours compensated, pursuant to the Contract Agreement and with the expenses there of paid by the Hospital. ~~For more information refer to HENSA policy E1 attachment.~~

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.~~ Alternate mechanisms, such as video tapes, audio tapes, or self-study may be used.

ARTICLE 8. HOLIDAYS

B. Christmas and New Year's Holidays:

~~For purposes of this Section 8 and also Section 6, Christmas shall be deemed to extend over a forty eight (48) hour period from 0700 on December 24th through 0700 on December 26th; New Year's Day shall be deemed to extend over a thirty (32) hour period from the start of the relief shift which beginning on December 31 through the end of the relief shift which began on January 1.~~

~~A nurse who works on the Christmas holiday shall receive time and one half (1 ½) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift during this forty eight (48) hour period. If a nurse works more than eight (8) hours in one (1)~~

~~shift during this forty-eight (48) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. Back to back shifts shall be deemed to be one (1) shift for purposes of this Section. If a nurse works more than one (1) shift during the forty-eight (48) hour period, the first shift shall be the one for which holiday pay is received.~~

~~Full time nurses choosing to take two (2) shifts off during the forty-eight (48) hour Christmas Holiday period may:~~

- ~~a) Fill in eight (8) hours of benefit hours.~~
- ~~b) Pick up extra shift of their choice.~~
- ~~c) Fill in eight (8) hours credit time.~~

~~A nurse who works on New Year's Eve or New Year's Day shall receive time and one-half (1½) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift during this thirty-two (32) hour period. If a nurse works more than eight (8) hours in one (1) shift during this thirty-two (32) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. If a nurse works more than one (1) shift during the thirty-two (32) hour period, the first shift shall be the one for which holiday pay is received. Back to back shifts shall be deemed to be one (1) shift for purposes of this Section.~~

~~If a nurse works on any of the other holidays specified in this Agreement, she or he 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 holiday or will be given one (1) hour of compensatory straight time off within a two (2) week period before or within a two (2) week period after said holiday for each hour worked on the holiday, the nurse to choose the method of reimbursement or combination of methods.~~

~~For purposes of this Section 8 and also Section 6, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 24 through 11:00 p.m. on December 25; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 31 through 11:00 p.m. on January 1.~~

~~A nurse who works on Christmas Day as defined above shall receive double time (2) pay for all hours worked on the holiday. A nurse who works on New Year's Day as defined above shall receive time and one-half (1 ½) pay for all hours worked on the holiday.~~

~~A nurse who works on any of the other holidays specified in this Agreement will be paid the regular rate of pay for the hours worked.~~

~~In addition, nurses working on a holiday will receive one hour of straight time pay for each hour worked on the holiday or will be given one (1) hour of compensatory straight time off within a~~

two- (2) week period before or within a two- (2) week period after said holiday, the nurse to choose the method of reimbursement or combination of methods.

ARTICLE 10. SICK LEAVE:

D. 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. 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.~~

ARTICLE 16. LOW-NEED DAYS AND LAYOFF:

D. Mandatory Low Need Days:

If additional reductions are indicated, low need days shall be taken by the least senior regularly scheduled ~~part time~~ nurse scheduled for the particular unit and shift where the reduction is necessary. All mandatory low-need days will be assigned for the entire shift. If the shift must be cancelled and the hospital has a need, the nurse has the option of working part of a shift.

No regularly scheduled ~~part time~~ nurse shall be required by the Hospital to take more than ~~three five~~ (35) low need days per Contract year. If the least senior ~~part time~~ nurse on a particular unit and shift has been assigned ~~three five~~ (35) low need days, the next least senior ~~part time~~ 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 D. of this provision shall not exceed ~~three five~~ (35) per Contract year for any regularly scheduled ~~part time~~ nurse.

~~A part time nurse regularly scheduled for sixty four (64) compensated hours or more per pay period shall be considered as a full time nurse for purposes of this Section and shall not be assigned low need days.~~ A nurse to be assigned a low need day pursuant to this Part D. shall be given a minimum of one and one-half (1½) hours advance notice before the beginning of the shift.

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

E. Low-Need On-Call Pay:

A nurse assigned or granted a low-need day may use accrued vacation in addition to receiving on-call pay to which the nurse is entitled if the nurse is required to remain on call. If the nurse subsequently reports to work, the nurse would not receive vacation pay for the time worked.

ARTICLE 17. JOB PROTECTION, MERGERS AND REDUCTION OF BEDS:

E. Offer of Employment in Other Contracting Hospitals:

~~If there are not sufficient openings in Contracting Hospitals controlled by the same corporate body, an affected nurse will concurrently be offered employment in the bargaining unit at any other Contracting Hospital which has openings for which the nurse is reasonably qualified during the period in which the nurse retains recall rights under Section 14. Employment of a nurse under the provisions of this paragraph E shall be with full credit for all length of service credited by the former Hospital employer for purposes of salary, educational increments, and vacation eligibility.~~

~~The Hospital having the reduction of beds or services shall use its best efforts to assist displaced nurses in finding suitable registered nurse positions with other hospitals or health care facilities. Such efforts shall include continuing investigation of potential job openings and communication with other facilities as to availability, training, and experience of affected nurses and advising nurses of such information received.~~

ARTICLE 18. SCHEDULES AND POSTING:

B. Requested Additional Hours:

A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime and nonweekend bonus work shifts before such shifts are offered to casual part-time nurses. For nurses working less than sixty-four (64) hours per payroll period, the extra shift(s) shall, with four (4) hours notice for holiday shifts and two (2) hours notice for all other shifts, be cancelled prior to the implementation of Section 14 D, but such cancelled shift shall be counted as one of the ~~two (2)~~ allowable low-need days.

C. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will electronically post the position for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position and the person to whom to apply.

All job offers shall be made by the Human Resources department only. In addition, Human Resources will contact nurses not selected for positions in person or by telephone. If personal

contact is not possible, notification will be in writing within approximately 14 days of the position being filled.

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted will be reviewed on an individual basis but shall not exceed ~~a period of 60 calendar days~~ three (3) months. This period may be extended by mutual agreement between the nurse and the Clinical Director(s) involved.

Nurses filling posted positions are required to maintain a position on their unit for twelve (12) months before transferring to a new posted position on a different unit. The limitation on transfer may be waived upon agreement of the nurse and the Nurse Managers of the impacted units.

Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital; preference shall be given to the most senior qualified nurse in the bargaining unit who currently holds a position on the hospital unit, followed by the most senior qualified nurse ~~with~~ in the bargaining unit.

ARTICLE 27. ASSESSMENT:

- A. Newly employed nurses will have a ~~ninety (90) calendar day~~ six (6) month assessment period beginning on their first day of employment. Assessment period is defined as an ongoing evaluation of the progress toward functioning independently and demonstrating the specified competencies. The assessment evaluation will be performed by the appropriate manager and include specific input by the preceptor(s).
- B. If at any time during ~~the ninety (90) day~~ assessment period it is recognized that the Registered Nurse is not progressing towards completed specified competencies a conference will be held to discuss concerns. An improvement plan with goals and a timeline will be developed and reviewed. Upon request of the nurse, an MNA representative may be present.
- C. If it is determined that the nurse is not meeting the needs of the position he/she will be offered reassignment if an open position is available for which he/she may be qualified within four (4) weeks orientation.
- D. If no such position is available the nurse will be terminated and offered career guidance.
- E. This termination would not be subject to the **just cause** provisions of the contract.

ARTICLE 24: NURSING CARE DELIVERY:

Temporary Closing Units to Admissions:

If the staffing grid is not met, the charge nurse will evaluate the following factors to assess and determine the adequacy of resources on the unit to meet patient care needs:

- i. Patient Acuity
- ii. Unit Acuity Level
- iii. Experience level of RN Staff
- iv. Composition of skills/roles available
- v. Potential redistribution of the Unit's current patient assignments
- vi. Unit admissions, discharges, and transfers

The Charge Nurse will document ~~her or his~~ their evaluation of the unit.

If the Charge Nurse determines unit resources to be inadequate, the charge Nurse, Nurse Manager or designee, and other key decision makers will consider options based on the following:

Review of current and future house-wide census, staffing, and patient assignments

- i. The ability to facilitate discharges, transfers, and admissions
- ii. The availability of additional resources

If the issue cannot be resolved and resources cannot be reallocated, and with the consensus of the Charge Nurse and Nurse Manager, (or designee,) the unit in question will temporarily close to admissions for a time period not to exceed two hours after appropriate communication of the closure has occurred. During this time period, further evaluation of the unit staffing will continue to take place.

However, it is recognized that certain situations such as community emergencies, EMTALA, or other legally-required admissions and situations that would jeopardize the safety of the patient may require a unit to admit a patient. In those situations, the charge nurse will continue to work with key decision makers to explore alternative solutions.

The parties will jointly discuss, review, and evaluate information related to closing units as part of the Committee's regularly scheduled meetings. Joint Administrative Nursing Supervisor, Patient Care Supervisor, and Patient Placement Manager education will be conducted regarding unit closure.

ARTICLE 44. EQUITABLE AND JUST OPPORTUNITY

The Union supports Hospital goals, policies, and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people.

ARTICLE 445. DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from ~~June 1, 2019 through and including May 31, 2022~~June 1, 2022 through and including May 31, 2025. 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, ~~2022-2025~~ 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.~~

HOUSEKEEPING

Throughout agreement, change all “HealthEast Care System” references to “Fairview Health Services.”

Remove all gender references such as he/she, him/her and replace with they/them or the nurse.

Delete all bold font except in titles.

APPENDIX E – INTENT MANUAL

J. Assessment.

~~The letter offering employment will include a statement indicating that there is an assessment period.~~

~~During Hospital Orientation, MNA will emphasize the Assessment Period.~~

~~If it is determined that the nurse is not meeting the needs of the position he/she will be offered reassignment if an open position is available for which he/she may be qualified within four (4) weeks orientation.~~

~~"Qualified" means the ability to independently provide safe, direct patient care for the standard case load on the unit within a reasonable period of orientation not to exceed four (4) weeks; but said term does not require proficiency in all technical skills or the performance of leadership roles.~~

Fairview Health Services reserves the right to modify, delete, or add to these proposals at any time before a tentative agreement is reached.