



# MINNESOTA NURSES ASSOCIATION

Proposal to

LEGACY HEALTHEAST

2022 Contract Negotiations

**March 15, 2022**

MINNESOTA NURSES ASSOCIATION

345 Randolph Avenue #200

St. Paul, MN 55102

651-414-2800 / 800-536-4662

Fax: 651-695-7000

**TABLE OF CONTENTS**

MNA PROPOSAL 1: EDUCATION..... 2

MNA PROPOSAL 2: HOURS..... 3

MNA PROPOSAL 3: SALARY ..... 5

MNA PROPOSAL 4: HOLIDAYS..... 6

MNA PROPOSAL 5: ROTATION AND SHIFT OF CHOICE ..... 7

MNA PROPOSAL 6: VACATION ..... 9

MNA PROPOSAL 7: SICK LEAVE.....12

MNA PROPOSAL 8: LEAVE OF ABSENCE .....13

MNA PROPOSAL 9: NURSING CARE DELIVERY .....14

MNA PROPOSAL 10: HEALTH AND SAFETY .....26

MNA PROPOSAL 11: ASSOCIATION COMMUNICATION AND CHAIRPERSONS .....34

MNA PROPOSAL 12: INSURANCE BENEFITS .....35

MNA PROPOSAL 13: APPENDIX E – INTENT MANUAL.....37

MNA PROPOSAL 14: DURATION AND RENEWAL .....38

MNA PROPOSAL 15: LETTER OF UNDERSTANDING—RESTORING AND RECOGNIZING  
COVID SACRIFICE .....39

MNA PROPOSAL 16: LETTER OF UNDERSTANDING – BONUS PROGRAM.....41

MNA Proposal 17: LETTER OF UNDERSTANDING – COMMUNITY CENTERED HOSPITAL...43

MNA Proposal 18: LETTER OF UNDERSTANDING – RACIAL JUSTICE, EQUITY, AND  
INCLUSION .....46

MNA PROPOSAL 19: LETTER OF UNDERSTANDING .....49



**Minnesota Nurses Association  
Legacy HealthEast  
Initial Proposal to Fairview Health Services  
March 15, 2022**

---

The Minnesota Nurses Association proposes to modify the applicable sections in the collective bargaining agreement between the Association and Fairview Health Services on behalf of Legacy HealthEast—St. John’s Hospital, St. Joseph’s Hospital, and Bethesda Hospital as follows:

**MNA PROPOSAL 1: EDUCATION**

**2. EDUCATIONAL DEVELOPMENT**

The Union proposes to modify as well as offer new language in Section 2. Educational Development in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

## **MNA PROPOSAL 2: HOURS**

### **SECTION 3. HOURS**

C. Scheduling: The general pattern of scheduling will be as follows:

1. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in a one- (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.
2. Nurses normally shall not be required to work more than days and relief or days and nights.
3. Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings, or nights) except on days prior to scheduled days off. For nurses working twelve (12) hour rotating shifts, those nurses shall be afforded at least twenty-four (24) hours between start times, unless the nurse consents to this shift pattern.
4. Nurses working a schedule of rotating shifts normally shall not be scheduled to work the relief shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off.
5. Except for on-call requirements, nurses shall not be scheduled to work more than five (5) consecutive days without the nurse's consent. In addition, nurses shall normally not be scheduled for more than forty-eight (48) consecutive hours of first call on-call or seventy-two (72) consecutive hours of second (2<sup>nd</sup>) call on-call. (Example: Surgical Services RN may be scheduled for M-F eight (8) hour shifts followed by up to forty-eight (48) hours of off-premises call shifts Saturday and Sunday.)
6. Scheduled Registered Nurses may utilize casual part-time Registered Nurses to cover additional paid time off. The Hospital will not schedule a nurse to work more than three (3) consecutive calendar days of twelve (12) hour shifts without the consent of the nurse. Nurses working three (3) consecutive twelve (12) hours shifts shall not be scheduled for an additional eight (8) hour shifts

on the day immediately preceding or following such consecutive twelve (12) hours shifts unless the nurse consents to this shift pattern.

7. Within the above guidelines, block schedules may be subject to change around holiday scheduling.

**7.8. The Hospital and Union will follow the established process for Master schedule review as follows:**

**Balanced schedule will be created by unit scheduler, MNA Representative, and unit leader based on the nurses preference in seniority order by creating standard scheduling and providing selected schedule choice/options. The hospital shall not implement changes to the schedule without mutual agreement with the Union.**

Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the nurse concerned or in cases of emergency or unavoidable situations where the application of the general patterns would have the effect of depriving patients of needed nursing service.

## **MNA PROPOSAL 3: SALARY**

### **4. Salary**

The Union proposes to modify as well as offer additional new language in Section 4. Salary in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

## **MNA PROPOSAL 4: HOLIDAYS**

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

- A. Part-Time Holidays: A part-time nurse who works on New Year's Day, Easter, Memorial Day, **Juneteenth**, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the nurse's birthday 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. A regularly scheduled part-time nurse, as defined in Section 42 of this Agreement, shall be provided with two (2) personal floating holidays each Contract year at a time mutually agreed upon between each individual nurse and the Hospital. **Furthermore, nurses shall be provided with one (1) additional personal holiday each Contract year for spiritual or religious observance.**

### **8. HOLIDAYS**

- A. Paid Holidays: Nurses will be granted the following seven (7) holidays with pay: New Year's Day, Easter, Memorial Day, **Juneteenth**, Fourth of July, Labor Day, Thanksgiving Day, and the Christmas holiday. 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. **Furthermore, nurses shall be provided with one (1) additional personal holiday each Contract year for spiritual or religious observance.**

## **MNA PROPOSAL 5: ROTATION AND SHIFT OF CHOICE**

### **SECTION 7. ROTATION AND SHIFT OF CHOICE**

Nurses with ten (10) or more years of seniority as defined in Section 16 will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. In order to provide greater opportunities for nurses to select a shift of choice, the Hospital will create more straight shifts **with a single start time**. The parties recognize that complete implementation of this provision will need to be phased in, and that the period of implementation will be governed by the following:

A. The Hospital will review the current schedules on each unit in order to determine if additional straight shifts may be offered. It is recognized that to the extent that permanent day shifts are created on a unit, the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of the permanent day shifts. Provided that any change in schedules to create additional straight day, shift positions will not require nurses with less than ten (10) years of service to rotate to more than a total of fifty percent (50%) reliefs or nights.

B. No confirmed work agreement as provided in Section 4 E. specifying the number of hours per payroll period and shift rotation of a currently employed nurse will be involuntarily changed.

C. Eligible full-time nurses in seniority order on the unit will first be offered their shift assignment of choice **with a single start time**; thereafter eligible part-time nurses on the unit in seniority order will be offered their shift assignment of choice.

D. Each unit will develop and provide a specific plan for development of shift of choice nurse positions **with a single start time** to the Staffing Advisory Committee. The Staffing Advisory Committee of each Hospital will monitor the progress and implementation of this provision in their hospital. The Joint Committee on Interpretation will meet at least six (6) months and twelve (12) months following conclusion of this Agreement to review questions of Contract application relating to implementation of this provision and will meet thereafter as needed.

E. The nurse may elect an assignment of days, reliefs, nights, or a rotating assignment including days and either reliefs or nights. Rotating shift positions will be decreased but not eliminated.

F. **The** nurse may use this election to fill an available position having a flexible work schedule or an alternate weekend schedule but may not use the election to require the creation of new flexible work schedule or alternate weekend schedule positions.



G. If a permanent shift assignment becomes available because of changes in the schedules of nurses currently employed on a unit which has no open unfilled positions, the available permanent shift assignment will be first offered to nurses on that unit. Otherwise, all openings, including those offering permanent shift assignments, will be offered, and filled in accordance with Section 18, Schedules and Posting.

H. Nurses at the date of this Agreement who have a 7:00 a.m. starting time shall not have such shift time changed without the consent of the nurse.

I. Nurse electing a rotating shift of choice shall not be scheduled for more than three (3) starting shift times per four (4) week period. A nurse electing a straight shift of choice shall not be scheduled for more than two (2) starting shift times per four (4) week period. The foregoing provisions shall be modified to the extent necessary if the number of 10-year nurses on a unit would mean an inability to cover the required shifts.

Insofar as practicable, rotating shift assignments and weekend assignments will be made equally among the nurses employed on each unit.

## MNA PROPOSAL 6: VACATION

### **8-9. VACATION**

- A. **Vacation Scheduling:** 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 16 shall be given preference. Where a Hospital utilizes an annual defined vacation signup 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 nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

No other qualifications on the scheduling of vacations shall be applied except as set out in this Agreement or as required by unavoidable situations in which granting of requested vacation time would have the effect of depriving patients of needed nursing service.

Earned vacation shall normally be taken within a ~~twelve-month~~**twelve-month** period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs.

All vacation and PPTO shall be given a minimum of two (2) hours prior to the start of a shift.

**The Hospital and MNA, through the labor-management process, will establish thresholds for the number of additional vacation shifts allowed off in a 24-hour period above and beyond the guidelines below. The Hospital will base the increased number of vacation shifts on the Productive FTEs. The use of Productive FTEs as the measure of the number of vacation shifts, shall not be used to decrease the current number of vacation shifts allowed nurses in any unit. Productive FTE must be updated, reviewed, and approved annually prior to vacation planners.**

## Vacation Granting Process

### Guiding principles for granting vacation during the planner:

- Staff must submit LT vacation requests during the designated timeline using the standard process in order for the request to be considered for approval.
- Vacation will be granted based on seniority, by shift, up to the maximum number of hours allowed off per 24-hour period
- Vacation will be granted in full shifts requested off, not to exceed max hours of the 24-hour period.
- Limited vacation will be granted during the Christmas holiday pay period. Vacation limits during this pay period will be prorated based on the allowances below.

MNA will be provided with the criteria used by management in establishing additional vacation shifts and the parties will meet and confer in Labor – Management Committee to reach mutual agreement and implementation regarding the number of additional shifts allowed.

Unit productive FTE	Maximum # allowed off in a 24 hour period	Maximum # of hours off per 24 hour period (see note below)	Maximum # allowed off on any given shift	Units
< 14.9	2 *Christmas Holiday limit = 1	20	Max of <u>1</u> off on any given shift for a total of <u>2</u> off in a 24 hour period	
15 – 30.9	3 *Christmas Holiday limit = 2	28	Max of <u>1</u> off on any given shift for areas with 3 scheduled shifts per 24 hours for a total of <u>3</u> off in a 24-hour period  Max of <u>2</u> off on any given shift for areas with 2 scheduled shifts per 24 hours* for a total of <u>3</u> off in a 24-hour period <i>*exception SJs SAU/PACU pre-established pilot (through first planner of 2020) =3 off per 24-hour period regardless of shift</i>	
31 – 43.9	4 *Christmas Holiday limit = 2	36	Grant <u>1</u> off per shift with a max of <u>2</u> off on any given shift for a total of <u>4</u> off in a 24 hour period	
44 – 53.9	5 *Christmas Holiday limit = 4	44	Grant <u>1</u> off per shift with a max of <u>2</u> off on any given shift for a total of <u>5</u> off in a 24 hour period	
54 – 63.9	6 *Christmas Holiday limit = 4	52	Grant a max of <u>2</u> off on any given shift for a total of <u>6</u> off in a 24 hour period	
64– 73.9	7 *Christmas Holiday limit = 6	60	Grant <u>2</u> off per shift with a max of <u>3</u> off on any given shift for a total of <u>7</u> off in a 24 hour period	
74+	8 *Christmas Holiday limit = 6	68	Grant <u>2</u> off per shift with a max of <u>3</u> off on any given shift for a total of <u>8</u> off in a 24 hour period	

**B. The union proposes to modify increased vacation accrual.**

## MNA PROPOSAL 7: SICK LEAVE

### 10. SICK LEAVE

#### A. Sick Leave Accrual Payout:

1. Registered Nurses who have ten (10) calendar years of service in the bargaining unit and who have a sick benefit accrued above (720) hours will be paid, in June of each year, 50% of their sick time accrued above 720 hours (up to 48 hours). Following this payout, the (720) hour cap will be reset.
  
2. At age 60 or older, a Registered Nurse who has accumulated 720 hours of sick leave will be paid a five thousand dollar (\$5,000.00) payout upon retirement. **Should a nurse retiring have less than seven hundred twenty (720) hours of accumulated and unused sick leave to their credit, those remaining hours shall be placed in a catastrophic leave bank to be accessed by nurses in times of critical illness/need. The catastrophic leave bank shall be jointly administered by the Hospital and the Union, and any criteria for nurses accessing the catastrophic leave bank shall be jointly developed in the appropriate labor management meeting.**

#### H. Sick Leave Donations:

**Registered Nurses may donate benefit time, including sick and vacation hours, to assist other registered nurses in time of critical illness/need. Further, the Hospital agrees to make a matching donation of hours to a nurse in need for each hour of benefit time a registered nurse donates to assist other registered nurses in time of critical illness/need.**

## **MNA PROPOSAL 8: LEAVE OF ABSENCE**

### **15. LEAVE OF ABSENCE**

#### **M. Paid Family Leave**

All employees who work or are scheduled an average of .4 FTE or more are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, or to care for immediate family members' serious health conditions.

A family member's serious health condition that qualifies for this leave is an illness, injury, impairment or physical or mental condition that involves—(A) inpatient care in a hospital, hospice or residential medical care facility; or (B) continuing treatment by a health care provider.

Leave under this section shall be limited to twelve (12) weeks of paid leave per twelve (12) month rolling period at the employee's regular rate of pay. This would be additional employer-paid time off.

No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase the length of leave for an employee.

## **MNA PROPOSAL 9: NURSING CARE DELIVERY**

### **SECTION 24. NURSING CARE DELIVERY**

[Modify section to include Joint Staffing Proposal]

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 and autonomous practice within the Nurse Practice Act.

Prior to the start of each shift, the bargaining unit charge nurse, or equivalent, will identify a unit plan addressing the number, frequency, and complexity of all anticipated admits, discharges, transfers, and individual patient activities and nursing care needs. The designated administrative nursing supervisor will collaborate with the charge nurse in planning and overseeing the flow of patients and timing of admits, discharges, and transfers based on patient acuities and current available RN staffing levels. The charge nurse and administrative nursing supervisor will develop a plan for nursing care delivery in the event of fluctuation in the above-patient flow. This collaborative process will include:

1. Evaluation of hospital-wide activity and patient flow each shift and ongoing based on the collaborative assessments of the charge nurse and administrative nursing supervisor with consideration given to community activity, if applicable, (EMTALA Code Orange and other legally required admissions or situations), and internal emergency situations.
2. Hospital-wide alert systems/patient-flow processes will be utilized collaboratively and at the discretion of the charge nurse and administrative nursing supervisor to address patient flow as it relates to RN staffing levels and other available sources needed to provide safe quality patient care using defined status alert criteria/patient-flow processes.
3. The alert system, along with patient flow, will be evaluated by the Nursing Care Delivery Committee on a regular basis.

#### **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 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:

- i. Review of current and future house-wide census, staffing, and patient assignments
- ii. The ability to facilitate discharges, transfers, and admissions
- iii. The availability of additional resources

If the issue cannot be resolved and resources cannot be reallocated, 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.

Recognizing the importance of the nurses' individual and autonomous practice, as defined by the Nurse Practice Act, an MNA representative, Chair, or RN designee will be identified on existing patient flow committees or other appropriate committees where patient flow is discussed.

Only a registered nurse will assess, plan, and evaluate a patient's or clients nursing care needs.

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, 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.

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.

The Association and the Hospitals 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 and the Joint Commission on Accreditation of Healthcare Organizations.

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 is 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.

**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.** 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-facilitators 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. **The Labor Management Committee will determine the venue and makeup of where the discussions will take place, but all decisions made by the Nursing Care Delivery Committee 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 bargaining unit nurses from duty on those dates/times in order to attend.** 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.~~ 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 in paragraph A. and B. below, shall be routinely shared with all members of the Committee. The Committee will have two areas of focus:

- A. Authority of Committee: 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.

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. In addition, the Committee will consider utilization of evidence-based nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence. In the event of a dispute regarding changes in the role of the registered nurse or the application of the nursing process, changes will not be implemented until conflict resolution process is observed.

- B. 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. 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. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation

of the role of the registered nurse or application of the nursing process to delivery of patient care, it is the intent that those aspects will be considered under the guidelines in subsection 24 A. above. 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.

- C. Staffing Adequacy: The Care Delivery Committee will review:
- 1) Trends for all Concern for Safe Staffing forms on a quarterly basis.
  - 2) Data gathered related to patient acuity such as nurses' evaluation of staffing adequacy.
  - 3) Census trends.
  - 4) Other data as deemed necessary.
  - 5) Any nurse's appeal to the Care Delivery Committee if he/she feels a Concern for Safe Staffing has not been adequately addressed.

The Care Delivery Committee will pursue the feasibility of an acuity-based staffing system.

Definition: *Staffing adequacy* is not simply measured by applying numbers and ratios, but rather by evaluating a constellation of factors. HealthEast Hospitals (the Employer) and the Minnesota Nurses Association Registered Nurses Bargaining Unit (MNA) agree on the shared goal of a safe, compassionate care experience, that is cost effective and high quality for all patients that the Hospital services. Both are committed to develop an atmosphere that fosters mutual decision-making. Nursing leadership believes that nursing judgment supersedes projected calculations. This belief, however, is best supported when staff trusts that their input is valued by leadership and leadership trusts that the bedside nurses' assessment of patient or family needs is valid. Open communication fosters consensus. Cooperative relationships between management and the Registered Nurses will be strengthened through the Staffing Advisory Committee. The intent of this committee is to develop a framework ensuring that the Staff Nurse voice is heard regarding staffing needs.

As we focus on staffing needs the following factors may trigger further discussion/investigation. They include, but are not limited to:

- 1) The number of admissions, transfers and discharges per shift, per day, per month.
- 2) Inability to meet approved staffing grids on a regular basis.

- 3) Greater than a 15% increase or decrease in patient/surgical volume for a period of one month.
- 4) A change in patient assignment throughout the shift resulting in assessments not completed in required time and failure to advance the plan of care or complete documentation.
- 5) 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
- 6) Inability to find adequate staff to fill core shifts.
- 7) Increased trends in medication errors and falls.
- 8) Increased vacancy or turnover rates greater than 15%.
- 9) A pattern of increasing need for Voluntary Low Need Days, or need for Mandatory Low Need Days.
- 10) RN to patient ratio at maximum level on the grid, and expected to absorb additional patients at least 50% of the time.
- 11) Increase in patient or family concerns for a particular unit.
- 12) Increase in RN work related injuries.

Once a trigger has been identified, the following guidelines may be used for further investigation, either with the Clinical Manager/Director or SAC, as appropriate:

- 1) Staffing adequacy completed for one month with results reviewed at SAC.
- 2) The appropriate data will be collected and reviewed based on the problem identified.
- 3) Assess patient needs and determine if variances are needed from the normal staffing pattern or patient assignments. Staffing adjustments can be made based on professional judgment by the nursing staff in collaboration with nursing leadership to best meet patient needs.

Any plan for change will include joint measures to determine their effectiveness and a time frame for evaluation. Indicators of effectiveness will be jointly developed, and will include staff satisfaction; financial impact and patient care quality. A report of these conclusions will be made to the Care Delivery Committee.

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.

Pilot programs involving the type of changes referred to in paragraph A. and B. 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.

By mutual agreement, the functions of Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.

The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

**D. ~~Unit Grid~~ Staffing Plan Reviews:**

**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/hours per patient day (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.**

~~A structured review of the staffing grid of each unit will be completed annually. Nursing leadership will coordinate this review in their areas. The Minnesota Nurses Association will participate in this review.~~

~~Staffing grids will not be changed downward unless evaluated by the team. The team evaluating the staffing grids will be composed of staff nurses, the Minnesota Nurses Association co-chairs or designee, the~~

~~nurse manager, the director of nursing, and other appropriate nursing leadership individuals.~~

~~If the character of a unit changes, the staff nurses or nursing leadership may initiate a structured review of that unit's grid or pattern for staffing. Absent mutual agreement, changes shall not be implemented prior to utilizing the mediation resolution process set forth in paragraph 9 of this Section 24.~~

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
3. Current HPPD/Variable Staffing Pattern (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 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.

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.

#### E. 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
  - 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.

#### F. 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 RNs shall, upon the request of the nurse, have a reduced patient assignment based on the nurse's judgment and consultation with the charge nurse.

For example, but not limited to these situations, reduced assignments may be necessary:

1. Patients with airborne, enteric, Neutropenic, enhanced respiratory, Contact, and/or other precautions
2. Physical restraints.
3. 1:1 (including video monitoring)
4. Active Withdrawal



5. Diabetic Ketoacidosis Protocol:
6. Pediatric patients when there is a lack of a parent or other “caregiver”
7. Complex psychosocial needs of patients/family

#### **G. Unit Councils**

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 agree 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.

#### **H. 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.

- a. 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.
- b. 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 required at any time to perform non-nursing functions that are within the job description of support staff.

- c. 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.

#### I. Patient Experience

- a. 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.

## **MNA PROPOSAL 10: HEALTH AND SAFETY**

### **SECTION 28. HEALTH AND SAFETY:**

E. Physical Violence and Verbal Abuse: Each facility 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. A process will be developed to record and report these incidents of a non-emergency nature. These records will be evaluated by the Nursing Health and Safety Committee ~~when the situation involves a registered nurse, or~~ **other committee designated by the parties when the situation involves a registered nurse.**

**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.**

Employers 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. **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).**

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.

~~Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, t~~ **The Hospital agrees to grant the nurse up to three-five (5) 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**. Furthermore, the incident of workplace violence must be reported by the nurse in order 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. If additional time away is needed, the Employee Occupational Health and Safety Department will explore options with the nurse via programs, resources, and offerings available **such as paid administrative leave and assistance with the Workers' Compensation process.**

- F. Workplace Violence: The Hospital and Association recognize the effects traumatic events of violence directed at staff have and the obligation of the Employer to provide a safe and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events occur, the Hospital and Union agree to the following commitments:

#### Preventative Efforts

- The Hospital will cooperate in providing the nursing health and safety committee with relevant background information. Recommendations will be sent to the Workplace Violence Committee for review and discussion. If those recommendations are not implemented the committee may bring the matter to the attention of the Chief Nursing Executive.
- The Hospital will continue to evaluate available technology, visual cues and other reasonable means to alert 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.**
- On obstetric units, a social screen is completed upon admission to determine appropriate security measures.
- Behavioral Restraints: The Hospital will maintain a behavioral restraint policy to be used with the appropriate patient population. **The Hospital shall install metal 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 toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.**
- **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.**
- **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.**

- **Signage will be posted and clearly visible to the general public at every nurse station on all units in the Hospital that indicates violence of any kind is not permitted on Hospital premises.**
- **The Hospital will provide at least eight hours of classroom (face-to-face) violence prevention training each year for all staff. One of the trainers will be an RN clinical expert.**

### Physical Violence and Verbal Abuse

- Each facility will have a trained response team(s) which will respond to all emergency situations where physical violence, the threat of violence, or verbal abuse occurs. A process will be developed to record and report these incidences of a non-emergency nature. These records will be evaluated by the Nursing Health and Safety Committee when the situation involved a registered nurse.
- Employers 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.

### Traumatic Events

The Hospital and Association recognize the effects traumatic events of violence directed at staff have on the whole person. In order to ensure the professional longevity and continued health of staff, the Hospital and Association agree to the following provisions for all registered nurses:

- When a violent event occurs on a unit there shall be a timely debrief that included management and all staff involved. Following the report of a violent event, the MNA nurse may report the violent event to MNA co-chairs and designated MNA staff.
- A critical stress debrief will be made available, usually within 72 hours. The debrief team will consist of the appropriate staff involved and other members of a hospital debrief team. The intent of the critical stress debrief is to create a safe space for the staff to discuss the event. **It is understood that nurses are not to be held responsible in full or part for any and all verbal or physical assaults against nurses.** The Nurse Leader and Employee Occupational Health and Safety Department will facilitate support and resources for the affected nurse(s). Plain language descriptions of all available resources will be provided to the affected staff.
- A nurse who has been the victim of violence as defined by Minnesota Statute 144.566 that was committed by a patient or that patient's family or visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse, ~~expect in cases of emergency that would jeopardize patient care.~~

- The Hospital shall notify all staff working on the premises if there is an event 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, families, and themselves.
- Monthly workplace violence reports will be provided to the MNA chairs and designated MNA staff.
- The Nursing Health and Safety Committee will recommend preparedness and response action plans to acts of violence, review the action plans annually, and propose changes it deems appropriate. When a trend or pattern regarding workplace reports or concerns are noted, the Committee will meet and review relevant policies in order to make recommendations for changes or updates to the Hospital.

## **F. Pandemic, Epidemic and/or Emergent Outbreak Emergency Response**

**The purpose and intent of this Agreement between the Minnesota Nurses Association (MNA) and St. John's, St. Joseph and Bethesda hospitals 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.
- 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. An Ill, Injured, or Disabled Nurses Advocate shall be filled at a 0.4 FTE paid by the hospital. The purpose of this position shall, include, but not be limited to, assisting in establishing effective communication between Employee Occupational Health(EEOH) and/or the hospital, and the individual nurse; be part of conflict resolution between the nurse and EEOH and/or the hospital as necessary; ensure that the contractual rights of the nurse are upheld; participate, as needed or requested, on any committee or task force concerning health and safety, work and non-work related injuries, disability or retraining issues; provide as needed education on issues affecting ill, injured or disabled nurses; and work with affected Registered Nurses with processing forms, documents, and/or applications related to illness, injury, or disability.

## 2. Reporting

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 on 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 on 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 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 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.

## MNA PROPOSAL 11: ASSOCIATION COMMUNICATION AND CHAIRPERSONS

### 31. ASSOCIATION COMMUNICATION AND CHAIRPERSONS

#### C. Chairperson Paid Time for Bargaining Unit Responsibilities:

1. The bargaining unit chairpersons will be provided a total of 1.0 FTE of paid time to carry out bargaining unit responsibilities including, but not limited to, preparing for and participation in joint labor-management committees and activities, Contract administration, and assisting bargaining unit members to resolve work-related issues. The scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and each Hospital. (Chairs will compensated for other HR or member representation). ~~Each bargaining unit chairperson will be provided a reasonable amount of paid time 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 Minnesota Nurses Association and each Hospital.~~
2. In addition, Chairs will be compensated for activities related to Section 17, Articles A through I, at the nurse's regular rate of pay.

## **MNA PROPOSAL 12: INSURANCE BENEFITS**

### **32. INSURANCE BENEFITS**

A. Hospitalization Insurance: The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

- 1) The hospital shall pay eighty-five percent (85%) of the single employee premium toward the cost of single employee coverage under said insurance program for those nurses electing to be covered by the insurance program. The employer shall pay seventy-five percent (75%) of the premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the primary health care plan (EPO) for those nurses selecting such coverage. The employer shall pay sixty-seven percent (67%) of the premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the PPO plan offered by employer for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse. For the MNA I and MNA II health plans, the hospital shall pay two hundred and thirty-eight dollars (\$238.00) toward premiums toward the additional premium for employee + spouse and employee + child(ren) for those nurses electing such coverage. The hospital shall pay two hundred sixty-one dollars (\$261.00) toward premiums toward the additional premium charged for family coverage for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse.

In addition to the employer contribution toward dependency premium specified above, for MNA I and MNA II, the employer shall pay fifty percent (50%) of any increase in the additional premium charged for dependency coverage under the Plan in which the nurse is enrolled. An eligible dependent also includes a domestic partner of a committed, same gender relationship, and his/her children.

- 2) Part-time nurses meeting the hours requirement in Section 6 C. 3 of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.
- 3) A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under a pension plan to which a Hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the

group hospitalization and medical insurance program at the Hospital at which the nurse was last employed, as said program is provided for in this Section, at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

An additional hospitalization insurance provision effective June 1, 1995 relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 16 E. relating to Layoff of this Contract Agreement.

- 4) No change in said insurance program shall diminish overall benefits for nurses. There will be no change in co-pays, deductibles, or differentials in MNA I and MNA II plans during the life of the current agreement.

The following provisions shall be applicable to the Hospital's existing Health and Hospitalization Plans:

- a. Open Enrollment: Open enrollment shall be provided on an annual basis for the Hospital's existing plans.
  - b. Appeal Process: Each plan provided by a Hospital shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.
  - c. Pre-Existing Conditions: The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.
- 5) Copies of each Summary Plan Description shall be furnished promptly to MNA as well as to all eligible nurses. MNA shall be furnished policies, specifications and related information upon request.

**J. Short-Term Disability: The Hospital shall provide access to a voluntary short-term disability insurance program for those eligible nurses with authorized hours of forty-eight (48) hours or more per pay period. The premiums for the insurance program for those nurses choosing to participate will be paid by the nurse.**

## **MNA PROPOSAL 13: APPENDIX E – INTENT MANUAL**

### **APPENDIX E – INTENT MANUAL**

**A. HealthEast Float Pool.** A common HealthEast Float Pool has been established to supplement Registered Nurse bargaining unit positions at designated HealthEast facilities. At the 1998 Negotiations, the following was agreed upon as guiding principles for the HealthEast Float Pool:

- These positions are determined on Registered Nurse non-productive hours and will be reviewed annually at the Labor/Management meeting.
- A unit core staff will be maintained.
- The HealthEast Float Pool will not become the primary source of staffing.

**B. Facility Float Pool.**

- **The hospital recognized Float Pool as multi-disciplinary unit and nurses in this unit should not be utilized for only schedule filler proposes. The Hospital agrees to the following:**
  - A. The hospital will provide at least \$2 shift differential to Float Pool nurses.**
  - B. Float Pool Nurses shall have the choice to work every 3rd weekend.**

## **MNA PROPSOAL 14: DURATION AND RENEWAL**

### **44. DURATION AND RENEWAL**

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

## **MNA PROPOSAL 15: LETTER OF UNDERSTANDING—RESTORING AND RECOGNIZING COVID SACRIFICE**

### **LETTER OF UNDERSTANDING: 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 up to 1.0 FTE.

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

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 up to 1.0 FTE. 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 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).

## **MNA PROPOSAL 16: LETTER OF UNDERSTANDING – BONUS PROGRAM**

### **LETTER OF UNDERSTANDING – BONUS PROGRAM**

The hospital will strive to provide all bonus programs with pre-schedule options; including double time to fill remaining open shifts on the schedule for identified units. The focus is on meeting already established core scheduling/staffing requirements. Shifts picked up 24 hour or greater in advance of the shift start time will be considered prescheduled.

#### **Double Standard Pre-Scheduled Bonus Payment:**

**\$150 - 4 hours prescheduled shift ( $\$75 \times 2 = \$150$ )**

**\$300 - 8 hours prescheduled shift ( $\$150 \times 2 = \$300$ )**

**\$450 - 12 hours prescheduled shift ( $\$225 \times 2 = \$450$ )**

#### **Bonus Guidelines:**

- 1. Bonus will be paid to authorized hour RNs and casual RNs who have met the bonus eligibility threshold.**
- 2. Bonus eligibility threshold is 16 hours per 4-week schedule period.**
- 3. Staff will work additional, pre-scheduled shifts above their authorized hours.**
- 4. For casual staff, the subsequent shifts after satisfying the bonus eligibility threshold will qualify for the bonus.**
- 5. Double-time may be prescheduled.**
- 6. RNs may not work more than 16 total hours in a row.**
- 7. RNs may not work more than 120 hours in any pay period.**
- 8. Requests for participation will follow current staffing processes for picking up additional shifts.**
- 9. Bonus will be paid on the paycheck associated with the pay period in which extra shift occurs.**
- 10. UTO used during the pay period will disqualify the RN from receiving the bonus payment unless the UTO is FMLA or SST.**
- 11. RN needs to follow department call-in procedure, indicating FMLA or SST when appropriate. Even if SST is not indicated, the timekeeper and/or leader should code the time as SST if the reason for absence meets the criteria and there is SST time available to use. The leader will need to confirm the RN has SST available to use. If SST is not available, then code as UTO.**
- 12. Pre-scheduled shifts may be cancelled by Fairview according to the current process on the unit.**
- 13. The bonus will still be paid to the RN**
- 14. RNs may not self-cancel confirmed bonus shifts.**
- 15. If you are unable to work the confirmed shift, please follow the UTO call off process.**

16. Pre-scheduled vacations will be honored. Vacations requested and granted after the announcement of the bonus program will result in the RN being ineligible for the program for that pay-period.
17. Shift differentials, weekend differentials and weekend bonuses will apply based on current policies.
18. RNs who decrease authorized hours during the term of the incentive plan will not be eligible to receive the bonus payment.
19. Orientation must have already been successfully completed to participate.
20. Pre-scheduled bonus shifts will be the first to float.
21. Bonus does not apply if shift is worked for a deal or any other negotiated schedule change (e.g. agreement to work for next day off). Trades or picked up shifts for co-workers are not eligible.

## **MNA Proposal 17: LETTER OF UNDERSTANDING – Community Centered Hospital**

### **LETTER OF UNDERSTANDING - Community Centered Hospital**

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 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. (Connected to REI proposal)

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

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

## **MNA Proposal 18: LETTER OF UNDERSTANDING – Racial Justice, Equity, and Inclusion**

### **LETTER OF UNDERSTANDING - 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 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 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.

**MNA PROPOSAL 19: LETTER OF UNDERSTANDING**

The Minnesota Nurses Association proposes to renew all Letters of Understanding.

## **MNA Proposal: ACROSS-THE-BOARD WAGE INCREASE**

The Union proposes an across-the-board wage increase on June 1, 2022, June 1, 2023, and June 1, 2024, designed to attract and retain qualified Registered Nurses. Additionally, the Union proposes to modify the applicable language regarding Per Diem nurses to provide for the same across-the-board wage increases.

i

---

<sup>i</sup> *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.*