



Minnesota Nurses Association

Proposal to

Fairview Health Services

2022 Contract Negotiations

March 15, 2022

MINNESOTA NURSES ASSOCIATION

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**Minnesota Nurses Association
Fairview Southdale Hospital and UMMC—West Bank
Initial Proposals 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 Fairview Southdale Hospital and University of Minnesota Medical Center—West Bank as follows:

MNA Proposal #1

DEFINITIONS

The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients. Delivery of care is directed toward promotion and restoration of health, prevention of disease, and care of the sick and disabled. Registered Nurses hired through an H1B program or other immigration program will be considered part of the bargaining unit and enjoy the full benefits, wages, and protections of this contract.

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The practice of professional nursing includes independent nursing functions and delegated medical functions which may be performed in collaboration with other health care team members.

The term "assistant head nurse" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering, and evaluation of nursing care given on a station unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development, and giving direct patient care.

The "R.N." credential will be used in the title for all bargaining unit registered nurses. The initials "R.N.," or title "registered nurse," alone or in combination, will be restricted to refer only to a registered nurse.

MNA Proposal #2

SECTION 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 #3

SECTION 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.

SECTION 4. SALARY:

F. Confirmation of Work Agreement:

The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. -This confirmation shall include ~~her or his~~ their salary and increment level, including the credit assigned for such prior work experience, the number of hours per payroll period for which the nurse is being employed, and shift rotation to which the nurse will be assigned. This confirmed employment understanding shall not be changed without consent of the nurse and the Hospital shall provide the nurse with written/electronic confirmation of any change in the nurse's employment as outlined above within thirty (30) days.

It is in the interest of the Hospital and the Association to honor work agreements and make adjustments to these work agreements where appropriate.

Every effort will be made to grant temporary or permanent decreases in hours upon request of the nurse. Additionally, the Hospital may consider decreasing work agreements where a nurse has not consistently met her or his work agreement over a period of six (6) months and has demonstrated patterns of unavailability.

The following data points will be considered in evaluating voluntary increases and decreases in hours:

- overtime to cover vacations and holidays
- overtime to cover projects and committee work
- overtime and replacement time to cover sick leave, acuity, and census use of casuals and temporary agency nurses
- consistent use of additional hours beyond the work agreement on a pre-scheduled basis
- consistent variance between budgeted FTEs and actual FTEs
- Looking at the number of uneven trades between regularly scheduled and casual nurses
- Denial of requested time off due to staffing
- Number of open shifts

The increases, ~~or~~ decreases or changes to casual status shall be addressed at the unit level between the nurse and the nurse's manager. -If they are unable to agree, the issue may be brought to a mutually agreeable labor-management group such as the Staffing Advisory Committee or other appropriate groups at the facility for consultation. -This group shall use an interest-based ~~problem-solving~~ problem-solving approach to address the issue.

If resolution does not occur within ~~a pre-determined period of time~~ four (4) weeks, the nurse may use the grievance process.

In determining whether a nurse has not met a work agreement, the Hospital shall consider all paid hours or unpaid benefit hours of LOAs provided by the Contract as hours worked.

MNA Proposal #4

SECTION 5. ON-CALL DUTY:

The Union proposes to modify language in Section 5. On-Call Duty in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

MNA Proposal #5

SECTION 6. PART-TIME NURSES and SECTION 8. HOLIDAYS:

B. Part-Time Holidays:

Part-time nurses will be eligible for double-time on the following holidays: ~~New Year's Day~~, Good Friday or Easter, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, ~~Christmas Day~~, and the nurse's birthday. For purposes of this Section 6 and also Section 8, Christmas Day and New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 24 and December 31 through 11:00 p.m. on December 25; and January 1. New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 31 through 11:00 p.m. on January 1. A part-time nurse shall receive holiday pay for time worked on either Good Friday or Easter, but not both. ~~A regularly scheduled part-time nurse, as defined in Section 41 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.~~ (NOTE: The Union is not proposing a substantive change, merely a technical language change because the part-time floating holidays are also addressed later in the section.)

A nurse who works on Christmas Day, as defined above, shall receive ~~triple-double~~ time for all hours worked on the holiday; and a nurse who works on New Year's Day, as defined above, shall receive double-time and one-half pay for all hours worked on New Year's Day. ~~A nurse who works on any of the other holidays specified in this Agreement will be paid the regular rate of pay for the hours worked. In addition, nurses working on a holiday will receive one hour of straight time pay for each hour worked on the holiday.~~

~~A nurse who has an authorized hours appointment of 64-79 hours and either twenty five (25) calendar years of service or 35,000 hours of seniority will not be required to work holidays.~~

A part-time nurse with ~~an authorized hours appointment of thirty-two (32) to sixty-three (63) hours per pay period and either 25 fifteen (15) calendar~~ years of service or 20,800 35,000 hours of seniority will not be required to work holidays so long as the remaining nurses on the unit do not have to work more than fifty percent (50%) of the holidays.

A regularly scheduled part-time nurse shall be provided with two (2) personal floating holidays each contract year, to be used at a time mutually agreed upon between each individual nurse and the Hospital. Annually, on June 1, any personal floating holiday from the previous contract year that has not been used will be converted to vacation.

SECTION 8. HOLIDAYS:

E. Holiday During Vacation:

If a holiday falls during a nurse's vacation, one (1) day will be added to ~~her or his~~ their vacation.

F. Holiday Scheduling:

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

G. No Holiday Work for ~~105~~-Year Nurse:

A full-time nurse who has ~~ten~~ fifteen (105) calendar years of service shall not be required to work on the holidays specified in Section 8 of this Contract Agreement.

MNA Proposal #6

SECTION 6. PART-TIME NURSES and SECTION 10. SICK LEAVE :

The Union proposes to modify language in Section 6. Part-time Nurses and Section 10. Sick Leave in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

MNA Proposal #7

SECTION 9. VACATIONS:

The Union proposes to modify, as well as offer additional new language in Section 9. Vacations in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

SECTION 9. VACATIONS:

D. Vacation Scheduling:

The primary factor governing the scheduling of earned vacation shall be the 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 14 shall be given preference. Where a Hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration. Vacation granted between Memorial Day and Labor Day may be limited to four (4) weeks if granting more vacation time off would result in denial of requested vacation time off for another nurse.

The number of RN vacations is to be based on this formula:

1. Total number of nurse vacation time hours accrued per shift and per unit
2. Add 50% of the currently banked vacation time hours
3. Divide total by hours per shift (8)
4. Shifts divided by 365 days per year

Example:

1. Day Shift (7:00-15:00) has 8280 total nurse vacation time hours accrued per year
2. 50% of banked vacation time hours is 5920
3. 8280+ 5920= 14,200
4. 14,200 divided by 8 hours equals 1775
5. 1775 divided by 365 days equals 4.86
6. This unit would grant 5 nurse vacations on the day shift based on this formula.

The nurse manager can grant additional vacation, including weekend shifts, above the minimum requirements, if it does not result in denied vacation for another nurse.

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 (12) month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation, upon request of the nurse, 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.

MNA Proposal #8

SECTION 10. SICK LEAVE:

E. Sick Leave Payout on Retirement:

A nurse who retires with six hundred forty (640) hours of accumulated and unused sick leave to her or his credit shall receive a payment of \$5000.

Should a nurse retiring have less than six hundred forty (640) hours of accumulated and unused sick leave to her or his 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.

F. Sick Leave Conversion

Annually, on June 1, a nurse who has been employed continuously 20,800 hours or more and who has a minimum of four hundred-eighty (480) hours of accumulated and unused sick leave to their credit will be eligible to convert up to twenty-four (24) hours of that unused sick leave to vacation during any Contract year.

MNA Proposal #9

SECTION 13. LEAVE OF ABSENCE:

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/adoption or permanent guardianship 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.

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 placement by the prospective parents/guardian. To be eligible for leave an employee must be the biological parent; or in the case of adoption/guardianship the employee must be the prospective adoptive parent/guardian. 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. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death.

Requested bereavement leave may begin on the day following the death of the family member, and may be supplemented by other leaves.

MNA Proposal #10

SECTION 18. DISCIPLINE AND TERMINATION OF EMPLOYMENT:

A. Discipline:

No nurse shall be disciplined except for just cause, using the seven-part just cause analysis. Except in cases where immediate termination is appropriate, the Hospital will utilize a system of progressive discipline. Progressive discipline is the process of using increasingly severe steps or measures when an employee fails to correct a problem after being given a reasonable opportunity to do so. A nurse's participation in Union activities and in the Economic and General Welfare Program or eligibility for longevity or other benefits will not constitute just cause for discharge or other discrimination.

Just cause is defined by the following test:

- Was the rule or order reasonably related to the Employer's business interests and performance expected of the employee?
- Did the Employer give the employee notice of the rule and the consequences of their failure to obey the rule?
- Did the Employer investigate the matter before administering discipline?
- Was the investigation fair and objective?
- Did the Employer obtain substantial evidence of guilt in the investigation?
- Has the Employer applied the rules and discipline even handedly and without discrimination?
- Was the degree of discipline imposed reasonably related to the seriousness of the offense?

~~If an oral warning~~ Any corrective action is given, it shall be confirmed in writing, identified as disciplinary action, and a copy shall be given to the nurse. A copy of any corrective action ~~written warning~~ shall be given to the nurse and the Hospital shall simultaneously send a copy to both the Minnesota Nurses Association and the work address of the identified MNA Chairperson, within three (3) business days. Whether or not a warning is grieved, a nurse has the right to make a written response which will be maintained by the Hospital with any copy of the corrective action ~~warning.~~

The parties agree that a coach and counsel is an initial conversation in a formal private setting. An initial email is not a substitute for a formal coaching. The meeting will be documented with a follow up email to the nurse.

A nurse participating in an investigatory or discipline meeting that reasonably could lead to disciplinary action, coaching or counseling shall be advised in advance of such meeting ~~of its purpose,~~ and subject matter. The nurse shall have the right to request and be granted Minnesota Nurses Association representation of the nurse's choosing during such meeting. At any meeting where disciplinary ~~action,~~ coaching or counseling is to be issued, the Hospital will advise the nurse of the right to have Minnesota Nurses Association representation at such meeting.

Upon request of the nurse or the Association, all written documents relating to any ~~oral or written~~ disciplinary action, coaching or counseling warning will be removed from the nurse's personnel file at any time after ~~three (3) years~~ eighteen (18) months from the date of the most recent incident, providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the Hospital and the Association. In no case will a warning which would, if requested, be removed from the nurse's file be considered in future discipline or in arbitration proceedings.

D. Throughout each step, including Step 1, the Union may request specific information in order to process a grievance and administer the contract. Such requests for information shall identify a date for the employer to respond. If the employer fails to respond by the date identified, the Union's remedy shall be applied to the grievance and the grievance shall be considered settled. The employer may request an extension for providing a response to the request for information and the Union may consider the extension and grant as appropriate.

Any response to a request for information shall be provided in a format that is accessible to the requesting party; and shall be categorized and easily identifiable. For any associated documentation provided in response to a request for information, each document shall correlate with the appropriate request for information and be titled as such. Any objection to a request for information shall be specific to the individual request. This standard for a response to a request for information shall also be applied to other requests for information made by either party.

MNA Proposal #11

SECTION 19. PROMOTIONS, TRANSFERS, AND NEW POSITIONS:

C. Notice of New Program or Business Venture:

The Hospital, or its parent or affiliate, shall give the Association prompt written notice of any new program or business venture as soon as a decision to initiate the program or venture is made. Such notice shall describe the anticipated registered nurse positions in the new program or venture ~~and the Hospital's initial determination as to whether such positions will be included in the bargaining unit. It is understood that any new program or business venture which provides same or similar services formerly or in conjunction with services offered within the bargaining unit, those anticipated registered nurse positions shall be recognized as bargaining unit positions.~~

~~The Hospital, its parent or affiliate, will meet upon request with the Association to explore questions of Association representation. The procedure set forth in the foregoing Subsection (B) of this Section 19 will be used to process such questions.~~

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MNA Proposal #12

SECTION 20. LABOR-MANAGEMENT COMMITTEE

- I. Each facility will develop an anonymous process to identify reasons contributing to a nurse's decision to terminate employment, transfer departments, or transfer to casual part-time status. The results will be reviewed and analyzed at the appropriate Labor-Management committee on a quarterly basis.

MNA Proposal #13

SECTION 22. NURSING CARE DELIVERY:

A. Role of the RN:

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

Only a registered nurse will direct, assess, plan, coordinate, and evaluate a patient's or client's 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 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.

In order to promote an understanding of the role of the Registered Nurse and the impact of changes brought forward by the employer, decision-makers, including system and hospital leadership shall participate in "leadership shadowing" on a quarterly basis on units and shifts determined by MNA chairs and stewards.

System leadership shall include, but not be limited to, president, chief executive officer, executive vice president(s), chief nursing executive, chief operating officer, and associate chief nursing officer(s). Hospital leadership shall include, but not be limited to vice president of nursing, chief nursing officer, director(s) of nursing, unit managers, and unit patient care supervisors.

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B. Nursing Care Delivery Committee:

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.

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-chairpersons - 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. Participation in any formed or utilized group will be on paid time for any staff or assistant head nurses attending this committee and/or its subcommittees pursuant to Sections 3 and 4.

~~Staff and assistant head nurses selected to serve on this Committee and/or its Subcommittees shall be paid for meeting time spent pursuant to Sections 3 and 4.~~

~~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 paragraphs 1 and 2 below, shall be routinely shared with all members of the Committee. The Committee will have two areas of focus.

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

1. 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 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 the conflict resolution process is observed.

2. 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 departments 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 22 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.

Pilot programs involving the type of changes referred to in paragraphs 1 and 2 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.

C. 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. Nursing Directors will coordinate this review in their areas. Core staffing numbers/targets/matrix/grids/HPPD calculations will not change unless there is mutual agreement between the Union and the Hospital.

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

~~A structured review of the staffing grid of each unit will be completed annually. Nursing Directors 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 a 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.~~

~~The criteria for evaluation shall be consistent and determined by the Nursing Care Delivery Committee.~~

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/VSP/other staffing calculations for the unit

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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 or SIOs.
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. Twenty-five percent (25%) of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
15. Greater than a fifteen percent (15%) increase or decrease in volumes for a period of one (1) month.
16. Increased vacancy or turnover rates greater than fifteen percent (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 grids or patterns, it is the intent and desire to reach mutual agreement about appropriate staffing. ~~Absent mutual agreement, changes shall not be implemented prior to utilizing the mediation resolution process set forth in paragraph 4 of this Section 22 B.~~ There will be a quarterly report for each unit regarding overtime, casuals, agency use, sick leave, vacation, leaves of absence, and unfilled shifts.

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).

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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.

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 core staffing targets.
2. The Hospital and Union will meet no less than annually to review and mutually agree on the core staffing targets for each shift on each unit. These core 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 three (3) years
 - 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 per 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) dollars 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.

D. 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

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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

E. 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 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 seven (7) years.
- 4-4. 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 seven (7) years.
- 2-5. No nurse shall be disciplined or face retaliation for comments or questions brought forward at Unit Council.

F. Safe Staffing:

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

1. The Nurse has the right to refuse an assignment that they do not feel prepared to assume. If the nurse receives an assignment that they judge they cannot accept safely, the nurse has the right and obligation to request and receive a modified patient assignment. A nurse who objects and requests a modified assignment shall not be subject to discipline nor sent home in response to that request.
2. It is understood that the primary function of Registered Nurses shall be to work to the top of their license. Nurses shall not be obligated to perform any task or directive that falls outside the scope of their primary function and shall not be required at any time to perform non-nursing functions that are within the job description of support staff.
3. Patient handoff is recognized as one of the most important operations that occur during the delivery of care. The complex nature of the information that is conveyed from one nurse to another when the responsibility of care is transferred cannot be understated. To ensure that patient handoff, whether it be through transfer, admission, shift change, or staffing adjustments, is comprehensive all patient handoffs shall have a verbal report between the nurse or staff member handing off the assignment and the Registered Nurse taking the assignment. Receiving RN is given the opportunity to ask essential questions to determine the care needs of the patient being admitted or transferred before accepting.

G. Patient Experience:

1. The Hospital shall post publicly and prominently on each unit signage at the nurses' station 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:

a. **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.

b. **Yellow Status:** Yellow 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

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Nurse is experience an overall acuity level of patient care above what would be a normal level on an average shift.

c. 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 #14

SECTION 24. HEALTH AND SAFETY:

G. Workplace Violence:

The Nursing Health and Safety Committee will recommend preparedness and incident response action plans to acts of violence, review these plans annually and propose and changes as deemed appropriate. When a trend or pattern arises regarding workplace violence reports or concerns, the Committee will meet and review relevant policies in order to make recommendations for changes or updates to the Hospital.

Workplace Violence Prevention:

Each facility will establish and enforce a code of behavior for all in the facility. Each will have a trained response team(s) which will respond to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. This response team will include, at minimum, security, a staff social worker, registered nurse, and provider for all team responses. A process will be developed to record and report these incidents of a non-emergency nature. These records will be evaluated by the Nursing Health and Safety Committee when it involves staff nurse units.

The Hospital will provide at least eight (8) hours of classroom (face-to-face) de-escalation training each year for all staff. The training shall include a physical management curriculum taught by at least one (1) RN clinical expert, as well as other qualified instructors that provides information and skills in threat assessment, de-escalation, physical protection, and behavior management. ~~to all nurses on an annual basis.~~ The Hospital will also provide nurses with updated workplace violence policies.

The Hospital will develop a process for a risk assessment upon admission to determine potential violence from patients and develop and communicate a therapeutic plan of care as appropriate. On obstetric units, a social screen is to be completed upon admission to determine appropriate security measures.

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

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

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

The Committee will evaluate available technology, visual cues and other reasonable means available to alert staff that a patient, patient's family member or visitor has a history of violence toward staff and/or visitors and make implementation recommendations to the Hospital. Additionally, all nurses will be supplied with an alert device ("Panic Button") for all hours in which they are working.

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

The Hospital shall install metal detectors 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 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.

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.

Workplace Violence Response:

The parties recognize that accurate information regarding the reporting of workplace violence is imperative to analyzing trends or patterns to continue to promote a safe workplace. Therefore, nurses will make every effort to report incidents or workplace violence. The Committee will review the current tools and processes in place for reporting incidents of workplace violence and make recommendations to the Hospital. Nurses are encouraged to contact the Employee Occupational Health and Safety Department following any incident of workplace violence.

The Hospital will encourage nurses who are victims of assault in the workplace to recognize the potential of emotional impact and offer counseling or other delayed stress debriefing. When a violent event occurs on a unit, a documented debrief will be scheduled to occur as soon as reasonably possible (reasonable effort will be made to have this debrief in seventy-two [72] hours) after report of the event has been received. ~~take place as appropriate that~~ The debrief should include all staff involved and other members of a typical debrief team unless staff involved decline. The intent of the debrief is to create a safe space for staff to discuss the event and generate ideas to prevent such events in the future. The Nurse Leader and Employee Occupational Health and Safety Department will facilitate support and resources for the affected nurse. 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.

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In addition, a nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away is needed, the Employee Occupational Health 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.

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~~Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital agrees to grant the nurse the next up to three five (3) (5) consecutive calendar days scheduled shifts off without loss of pay immediately following the date of the incident, at the nurses' discretion, in the form of paid administrative leave 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 (3) days after the event (but no event later than ten (10) days) administrative leave may be provided retroactively.

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

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The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise her/his rights under the law.

MNA Proposal #15

SECTION 24. HEALTH AND SAFETY:

H. Pandemic, Epidemic and Emergent Outback

The purpose and intent of this Agreement between the Minnesota Nurses Association (MNA) and Fairview Health Services (Employer) 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.

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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 ninety-six (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.

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- 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

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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 fifteen percent, 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

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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 twenty-five dollars (\$25) 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 #16

SECTION 28. ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

A. Bulletin Boards:

The Hospital will provide multiple bulletin board spaces in locations accessible to nurses for the posting of meeting notices and related materials.

Representatives or staff of the Union will be permitted to enter upon the Employer's premises for the purpose of determining whether this Collective Bargaining Agreement is being observed or to check upon complaints of Bargaining Unit Registered Nurses. The Representative shall comply with reasonable security precautions, HIPAA rules and regulations, and infection control standards. The Representative shall not interfere with the Registered Nurse's duties or operations of the Employer, nor may the Representative have extended conference with a Registered Nurse while the Registered Nurse is on duty. Nothing herein shall prevent brief contacts with a Union Representative to schedule a meeting or other incidental conversations.

MNA Proposal #17

SECTION 29. INSURANCE:

The Union proposes to modify as well as offer new language in Section 29. Insurance in the collective bargaining agreement to offer improvements designed to attract and retain Registered Nurses.

MNA Proposal #18

SECTION 35. ASSOCIATION SECURITY:

A. Payroll Dues Deduction:

The Hospital agrees to deduct payments required by this Section 35 from the salary of each nurse who has executed the dues and fees authorization card ~~which has been agreed upon by the Hospital and the Minnesota Nurses Association~~. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the nurse regarding automatic annual renewal of the authorization and the provisions agreed to by the nurse regarding revocation of the authorization only during specified window periods, regardless of union membership.

The Association will provide to the Hospital verification that dues deductions have been authorized by the nurse. Nurses may provide such authorization for payroll deduction of dues by submitting to the Association a written application form, through electronically recorded phone calls, by submitting to the Association an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

B. Association Master List:

Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, phone number, classification, ~~average number of hours being worked~~authorized FTE, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the name, address, phone number, classification, ~~average number of hours being worked~~authorized FTE and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed.

J. New Employee Orientation

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

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

The Employer will provide the MNA Chairperson(s) the date each newly hired nurse will be attending the general facility orientation. During each orientation, the Employer shall provide the MNA Chairperson(s) or designated MNA Steward(s) reasonable time, but not less than sixty (60) minutes, to meet alone with the newly hired nurse or group of nurses to provide to them a copy of this Agreement, an Association membership application or service fee information, a dues/service fee deduction authorization card, and to provide them information about this Agreement, Union and Management joint committees, and MNA Steward information. Alternatively, this time can be scheduled at a different time from general orientation by agreement of the Hospital and the MNA Chairperson(s). It shall be an expectation of employment that newly hired nurses attend this orientation and the time will be considered as hours worked.

MNA Proposal #19

SECTION 37. SUCCESSORS OR ASSIGNS:

~~This Contract Agreement shall be binding upon any successors or assigns of the Hospital, and no terms, obligations, and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of the Hospital, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of the Hospital.~~

This Contract Agreement shall be binding upon any successors or assigns of the Employer, and no terms, obligations, and provisions herein contained shall be affected, modified, altered or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of the Employer or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of the Employer.

Prior to any consolidation, merger, sale, transfer, or assignment of any part of the Employer or its successors, its signatory, its successor, or assign of this Agreement shall require as a written condition of the merger, sale, transfer or assignment that the acquiring entity will recognize the Minnesota Nurses Association as the exclusive representative of the RNs employed here and that it will be bound by the terms of this Labor Agreement.

MNA Proposal #20

SECTION 42. DURATION AND RENEWAL

This Agreement will be in full force and effect from June 1, ~~2016~~2022, through and including May 31, ~~2019~~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, ~~2019~~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 #21

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

MNA Proposal #22

LETTER OF UNDERSTANDING II – PER DIEM NURSING PROGRAM

The Union proposes to increase the wage scales for Per Diem nurses participating in the Per Diem Nursing Program at the same rate as the across the board wage increases secured for staff nurses and assistant head nurses on June 1, 2022, June 1, 2023, and June 1, 2024.

MNA Proposal #23

LETTER OF UNDERSTANDING V ENSURING PATIENT ADVOCACY & RIGHT TO MAINTAIN UNION ASSOCIATION

ORGANIZING AND ELECTION PROCEDURES

1. Principles. The Minnesota Nurses Association – (hereafter called “the Union”) and Fairview Health Services (hereafter called “the Employer”) hereby agree to the following principles:
 - A. Workers have the right to choose for themselves whether to be represented by a labor organization, as provided by the National Labor Relations Act;
 - B. Employees, the Union, and the Employer have a right to free speech, as guaranteed by the First Amendment to the United States Constitution, the Minnesota Constitution, and the National Labor Relations Act;
 - C. Employees have a right to be fully informed when making the decision as whether to be represented by a labor organization;
 - D. Employees have a right to make their choice regarding union representation in an environment free from coercion, intimidation, promises, and threats.
2. As a result, the Employer and the Union agree that employees at any Fairview Health Services healthcare facility not presently represented by a labor union may become represented through the following procedures.
3. NLRB Procedures. The parties shall comply with the National Labor Relations Board’s organizing and election rules and procedures, except as modified herein.
4. Appropriate Bargaining Unit. The parties agree that an appropriate bargaining unit is that which is defined by the NLRB for acute care hospitals, or any other appropriate unit for Registered Nurses. Appropriate units are the following, where applicable:
 - A. All Registered Nurses employed at an acute care facility, including Registered Nurses who provide health care services at acute care facilities from an offsite location [e.g. telehealth] and excluding Guards and Supervisors as defined in the Act;
 - B. Residual units of Registered Nurses employed at a facility where other Registered Nurses are represented by the Union;
 - C. Residual units of Registered Nurses who provide health care services at acute care facilities from an offsite location [e.g. telehealth];
5. Notification of Intent to Organize.
 - A. The Union shall promptly notify the Employer within twenty-four (24) hours of its intent to organize a group of employees and identify an appropriate unit, as defined above.
 - B. Within seven (7) days of the Union’s notification to the Employer of its intent to organize an appropriate unit, the Employer will distribute a jointly signed reproduction of this Organizing and Election Procedures Agreement to the

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employees included within the appropriate bargaining unit identified by the Union. The jointly signed reproduction of this Organizing and Election Procedures Agreement shall be introduced by the following jointly signed cover letter:

Dear Hospital Employees:

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

All employees have the right to participate or not participate in union activities. Employee actions in support of or opposed to union organizing will be governed uniformly to the Hospital's policies. Employees have the right to wear pre-screened stickers, buttons, lanyards and other insignia that indicate support or non-support of the Union. Employees also have the right to distribute literature concerning support or non-support for union organization in non-patient care areas such as break rooms, cafeterias, parking lots, smoking areas and other areas outside the hospital, so long as the distribution does not disrupt the delivery of patient care. Employees may talk about the Union and workplace issues, including wage rates, disciplinary system, company policies and rules, and working conditions under the same terms applicable to any other employee conversations.

6. NLRB Election.

- A. When employees in an NLRB-defined bargaining unit have petitioned or signed cards for an election, the parties shall agree to a consent election to be conducted by the NLRB in thirty-five (35) calendar days following the submission of the petition, provided that there is a percentage of union authorization cards required by the NLRB from employees in an appropriate unit. The Employer and the Union shall mutually agree to the election date(s) and time(s). The parties will make a good faith effort to resolve differences regarding date(s) and time(s) of the election, but if an agreement cannot be reached, the arbitrator shall be empowered to decide any disputes over the date(s) or time(s) of the election.
- B. The NLRB will conduct the election and count the ballots. Any challenged ballots or challenges or objections to the election must be filed pursuant to Paragraph 12(b) of this Agreement, and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the arbitrator's decision regarding objections and/or determinative challenges.

- C. Eligibility. All employees who are employed on a full-time, regular part-time, or casual basis in the petitioned for unit who are on the active payroll as of the date immediately preceding the date of filing of the consent agreement and who are still on the payroll at the time of the voting shall be eligible to vote in the election, except managers, supervisors, confidential employees, and guards. Casuals shall be deemed eligible to vote provided they have worked an average of four (4) hours per week in the thirteen- (13) week period (that is, 52 or more hours) ending with the last complete pay period preceding the Union's filing for election.
- D. Voting. Employees shall vote on non-work time, but may vote while on break or during their meal periods. Neither the Union nor the Employer shall provide any financial inducements to vote. The voting shall take place at an appropriate location(s), determined by mutual agreement, or by the Arbitrator if the parties cannot agree. The parties shall each be entitled to an equal number of observers at the election site(s). The observers must be non-supervisory employees.
- E. Ballot Counting. The NLRB shall count the ballots immediately following the conclusion of the voting. Both parties, including interested off-duty employees, may attend the counting of the ballots. Upon NLRB certification of the election results, the Employer agrees to recognize the Union as the collective bargaining agent on behalf of the employees in an appropriate unit where the majority of employees voting have voted for union representation.
- F. Resolution of Challenged Ballots. If challenged ballots are potentially determinative of the results of any election, the arbitrator shall resolve challenges to the eligibility of voters. The arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. Upon request of either party, the arbitrator will hold a hearing, including submission of evidence. In all cases, however, the arbitrator shall resolve challenges within fourteen (14) days of the election. The arbitrator's determination under this Agreement shall be binding on both parties. The parties shall jointly share the cost of the arbitrator.
- G. Resolution of Election Objections. If a party wishes to file objections to the election based on an allegation of a violation of the Agreement, either party must file such objections in writing with the arbitrator within three (3) business days of the elections as well as filing objections with the NLRB pursuant to NLRB timelines and procedure. Pursuant to Paragraph 12, the arbitrator shall resolve these objections within fourteen (14) days of his/her receipt of them. In the case of filing such objections, both parties will request that the NLRB hold the objections in abeyance pending the decision of the arbitrator and take any additional steps necessary to effectuate the arbitration process and the arbitrator's decision.
- H. Hiatus After Election. If employees choose not to be represented by the Union through an election, the Union may re-institute this process for that bargaining unit after a one-year waiting period unless otherwise ordered by the arbitrator. The Union further agrees that no more than two (2) election dates per year may be held under this Agreement, such years to be calculated from the ratification date of the collective bargaining agreement and subsequent anniversary dates.

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

7. Employee List.

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

8. Negotiations.

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

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

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

- a. Membership for all bargaining unit nurses in the Twin Cities Multiemployer Pension (if the Hospital is located within the seven-county Metro area).
- b. The same expiration date for the Collective Bargaining Agreement as the expiration date of Fairview Southdale Hospital and UMMC—West Bank.

9. Code of Conduct.

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

B. Content of Communication: _____

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

C. Use of Consultants.

The Employer will not use management consulting firm personnel during Union organizing campaigns to interact directly with members of the potential bargaining unit to influence an employee's vote. As provided by law, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign. Any use of consultants shall not conflict with the terms of this Agreement.

D. Meetings Between Supervisors and Employees.

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

E. No Mandatory Meetings.

As provided above, the Employer will not hold mandatory employee meetings regarding unionization. At mandatory employee meetings that do occur, however, the Employer may announce the time, date, and place of elections. Other questions regarding unionization will be referred to a voluntary meeting.

F. Status Quo Obligation.

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

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

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

The Employer has historically had a constructive and mutually supportive relationship with its employees. The Employer consistently strives to act in the best interests of its employees. The Employer prefers to have a direct relationship between employer and employees and therefore prefers that employees vote to maintain a direct relationship with the Employer. The Employer is also committed to the principle that employees must be fully informed by the Employer and the Union about the advantages and disadvantages of a direct employer/employee relationship and representation by a union. The Employer is also committed to the principle that employees must be free to choose whether or not to join a union in a secret ballot election conducted by the National Labor Relations Board.

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

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

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

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

11. Bulletin Boards. The Union shall be allowed to post a notice on pre-selected bulletin boards designated by the parties including, but not limited to, the existing bulletin boards in employee break rooms and at least one space in the cafeteria.
12. Conference Rooms. The Union may reserve a facility conference room, subject to reasonable availability criteria and established hospital procedure for the purpose of meeting with employees eligible to vote under this Agreement. Attendance shall be limited to union employees, union member organizers, and eligible voters. If a conference room is not available during the desired time period, the Employer will make every reasonable effort to find an alternative space to the extent feasible. This room shall not be located near supervisory or management offices.
13. Affiliated Organizations. This Agreement is binding upon all affiliates, subsidiaries, corporate partners, or affiliates of the corporate parent of the Employer. The Employer shall require all contractors and subcontractors providing services to the Employer, including but not limited to any party leasing space, providing ancillary services, or providing a service line, to abide by the terms of this Agreement.
14. Resolution of Disputes.
 - A. Quick Action Team. The Employer and the Union shall establish a Quick Action Team to monitor compliance with and disputes regarding these procedures and to attempt to resolve promptly disputes regarding recognition and organizing issues. The Employer and the Union shall each designate a top-level representative to discuss complaints about violations of the Agreement. If one party believes that the other party has violated these standards, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within forty-eight (48) hours to try to resolve the issue. When the parties agree that a violation has occurred and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately. Unresolved matters involving alleged violations of this Agreement may be referred to the arbitrator pursuant to the next paragraph of this Agreement, and the arbitrator shall issue a decision within 48 hours of the submission of the dispute.
 - B. Arbitration. Any unresolved dispute about compliance with or construction of this article shall be submitted for final and binding resolution to the arbitrator who has been selected for deciding disputes under this Article. The arbitrator shall be mutually selected by the parties within thirty (30) days of the execution of this Agreement. If the parties cannot mutually agree on the selection of the arbitrator at the end of the thirty- (30) day period, the parties shall select a third party from a panel of seven (7) arbitrators from a list submitted by the American Arbitration Association. The parties will alternate striking, with the party first striking determined by lot. In the event he or she is unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association. The arbitrator shall have the discretion to establish procedures for the resolution

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

MNA Proposal #24

LETTER OF UNDERSTANDING VI 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 #25

LETTER OF UNDERSTANDING VII JOINT MENTORSHIP COUNCIL

The parties agree that Registered Nurses, patients, and communities alike benefit from knowledgeable and well supported Registered Nurses. In the spirit of embracing the M Health Fairview values of collaborating to share goals, knowledge and expertise, the Parties enter into this Letter of Understanding establishing Joint Mentorship Councils at both the Fairview UMMC-West Bank Campus, and Fairview Southdale Campus. Structured peer mentorship programs provide opportunities for new Registered Nurses to learn on the job, develop and refine their skills, and build relationships with coworkers through their mentor- all beyond the initial period of orientation and precepting. Mentorship programs provide a space for new Registered Nurses to safely ask questions and receive feedback on their practice and gives experienced Registered Nurses the opportunity to pass on skills, institutional knowledge, and share best practices they have developed. Mentorship programs also foster a culture of learning, where new Registered Nurses benefit from the knowledge shared by their more experienced coworkers, and more experienced Registered Nurses have the opportunity to learn from and integrate new perspectives into their own practice.

Definitions:

- Mentor: A mentor is a bargaining unit full or part-time Registered Nurse with at least five (5) years of experience in the field of nursing.
- Mentee: A mentee is a bargaining unit Registered Nurse who has received their nursing license in the past two (2) years or is returning to the field of nursing after at least two (2) years outside the field, or a nurse who has requested to be a mentee.

Each Joint Mentorship Council will be composed of the following:

1. Three (3) hospital representatives, at least one with decision-making authority sufficient to enact a mentorship program.
2. Three (3) Union representatives of the Union's choosing.
3. As needed, the Union and Hospital may jointly agree to allow additional stakeholders to attend and participate in meetings.

The Joint Mentorship Council is responsible for:

1. Determining meeting dates, times, and duration
2. Identifying potential Mentors to participate in the Mentorship Program Pilot
3. Creating and implementing a Mentorship Program Pilot with a duration of one (1) year, to be launched no later than January 1st, 2023.
4. Monitoring the progress of the Mentorship Program Pilot and reporting progress monthly to the Labor Management Committee and Nursing Care Delivery Committee for each bargaining unit.
5. Providing recommendations on best practices in mentorship programs.
6. Establishing expectations for nurse managers, mentors, and mentees.

7. Creating a Mentorship Program which would take effect upon the completion of the Mentorship Program Pilot.

Mentorship Program Pilot Guidelines:

1. Registered Nurses serving as mentors will be kept whole for their time spent mentoring and should be scheduled at least weekly on a shared shift with their Mentee.
2. Mentors and Mentees will have regular scheduled, paid time without patient assignments to check in and discuss successes, concerns, and establish goals. This time should be at least one hour weekly but no less than two (2) hours monthly.
3. Communications between Mentor and Mentee will remain confidential unless there is a risk to patient or nurse safety identified in the conversation.

MNA Proposal #26

LETTER OF UNDERSTANDING VIII – RESTORING AND RECOGNIZING COVID SACRIFICE

The Union proposes a new Letter of Understanding in the collective bargaining agreement specific to the frontline experiences of Registered Nurses during the global pandemic.

MNA Proposal #27

LETTER OF UNDERSTANDING IX - 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 development program. The development 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. Nurses can volunteer 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, M Health Fairview may not take the required legal, 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 M Health Fairview receives union consent to any of the actions in Section A, subsection a, the following will apply:
 - i. **EITHER:** The hospital commits to neutrality in any union election in a newly approved facility built or change in service locations within M Health Fairview.
 - ii. **OR:** For the life of the contract, if the M Health Fairview 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 M Health Fairview 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 (2) 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 (1) 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 two percent (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 twenty-five percent (25%) of total community benefit

spending to relieve patient medical debt, prioritizing debt that is more than one (1) 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 sixty (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 #28

WAGES

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.

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.