Minnesota Nurses Association

Proposal to

North Memorial Health

2022 Contract Negotiations

March 15, 2022

MINNESOTA NURSES ASSOCIATION
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Amend Art. 5. ORIENTATION TO NORTH MEMORIAL HEALTH CARE to add:

C. Union Staff Representatives

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.
Amend Art. 9 (‘‘SALARY’’) to add:

Q. Staff Appreciation Pay

If the employer secures temporary Registered Nurses to fill core nursing positions within a unit, 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.
Union Proposal 3

Amend Art. 11.A. ("CASUAL PART-TIME (CPT): CPT Requirements"):  
A regularly scheduled nurse may occasionally give away a shift to a casual part-time nurse, provided core needs are met for that shift.
Union Proposal 4

(CLARIFICATION): Amend Art. 11.A. (“CASUAL PART-TIME (CPT): CPT Requirements”) to add:

Casual part-time nurses may satisfy the minimum work requirements in Art. 11.A.1.-4. by making themselves available to work such shifts.
Amend Art. 15. 2nd Subsection. D. ("CORE NEEDS INCENTIVE")

The hourly rate of pay for pre-scheduled CNI shifts and for unscheduled CNI shifts is sixty dollars ($60.00) a nurse's regular rate of pay plus twenty-five dollars ($25.00). Differentials for weekends, evenings, nights, and charge duty will be paid in addition to this hourly rate.
Union Proposal 6

Amend Art. 21.A. ("SCHEDULING: Posting of Work Schedules")

Time schedules shall be posted twenty-eight (28) fourteen (14) calendar days in advance of the nurse’s scheduled work. The posted schedule of hours shall not be changed without consent of the affected nurse(s).
Union Proposal 7

(CLARIFICATION): Amend Art. 21 ("SCHEDULING") to add the following language:

R. No nurse shall be prohibited from giving away a shift on the basis that the unit is not staffed to core. Units shall be permitted to deviate from the current practice of determining what constitutes an even trade based on a majority vote of bargaining unit nurses on that unit.
Union Proposal 8

Amend 21.C. (“SCHEDULING: Rotation”) to add:

Nurses normally shall not be required to rotate more than days/evenings or days/nights.

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

Nurses with a rotating work agreement shall not be rotated more than two (2) times within a single schedule. Nurses shall not be required to rotate to “off shifts” (e.g. evenings or nights) more than thirty percent 30% over a single schedule.
Union Proposal 9


Temporary nurses shall not be assigned to work on units for which a cancelled CPT or regularly scheduled nurse (CNI/SVSS) is oriented or otherwise qualified, provided that the CPT or regularly scheduled nurse (CNI/SVSS) desires to float to that unit in order to avoid cancellation.
Union Proposal 10


The employer agrees to develop a system that allows nurses to indicate whether or not they are available to be contacted for extra shifts. North Memorial Health Care has agreed to contact only those nurses in time of increased staffing needs. *A paged shift need must accurately identify the unit in need at the time of the page.*
Union Proposal 11


ROTATION AND SHIFT OF CHOICE (10 YEARS 20,800 HOURS)

A. Schedule Reviews

The Employer will review the current schedules on each unit in order to determine if additional straight shifts may be offered. It is recognized that to the extent that permanent day shifts are created on a unit, the balance of the staff on such units may be required to work additional evening and night shifts occasioned by the establishment of the permanent day shifts. Provided that any change in schedules to create additional straight day shift positions will not require nurses with less than ten (10) calendar years of service to rotate to more than a total of fifty percent (50%) evenings or nights.
Union Proposal 12

Amend Art. 30 (“HOLIDAYS”):

A. Recognized Holidays

The following days are considered holidays for nurses for purposes of this section: Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Day. (Easter counts only as a holiday for purposes of pay. Nurses working Easter will be paid, in addition to the regular rate of pay for the hours worked, one [1] hour of straight time pay for each hour worked on the holiday.)

***

D. Full-Time Paid Holidays

Full-time nurses will be granted the following seven (7) holidays with pay: New Year’s Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas.

***

E. Part-Time Holidays

A part-time RN who works on Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, or the RN’s birthday will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday.

***

H. 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, Memorial Day, Juneteenth, July 4, Labor Day, Thanksgiving, Christmas Eve, or Christmas.

No nurse shall be prohibited from signing up for a holiday that is on their weekend off during the holiday sign-up process.

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**Union Proposal 13**

**Amend Art. 31.A. (“VACATIONS: Vacation Accrual”)**

General duty nurses will accrue vacation according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>After completing 0 through 1 year</td>
<td>2 calendar weeks + 3 days</td>
<td>.0385 0.05 vacation hours per compensated hour</td>
</tr>
<tr>
<td>2 through 4 years</td>
<td>3 calendar weeks + 3 days</td>
<td>.0577 0.0692 vacation hours per compensated hour</td>
</tr>
<tr>
<td>5 through 11–7 years</td>
<td>4 calendar weeks + 2 day</td>
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<tr>
<td>8 through 9 years</td>
<td>4 calendar weeks + 4 days</td>
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<td>10 through 11 years</td>
<td>5 calendar weeks</td>
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<td>12 through 13 years</td>
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<tr>
<td>14 years</td>
<td>4-5 calendar weeks + 24 days</td>
<td>.0847 0.1115 vacation hours per compensated hour</td>
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<tr>
<td>15 through 17 years</td>
<td>4-6 calendar weeks + 3 days</td>
<td>.0886 0.1154 vacation hours per compensated hour</td>
</tr>
<tr>
<td>18 through 19 years</td>
<td>4-6 calendar weeks + 42 days</td>
<td>.0924 0.1231 vacation hours per compensated hour</td>
</tr>
<tr>
<td>20 years and over</td>
<td>5-7 calendar weeks</td>
<td>.0964 0.1346 vacation hours per compensated hour</td>
</tr>
</tbody>
</table>
Union Proposal 14

Amend Art. 31.C ("VACATION: Vacation Scheduling") to add:

No nurse with at least 15,000 seniority hours shall be denied the opportunity to take a vacation of at least one-week's duration during the May 15 to September 15 period.
Union Proposal 15

Amend Art. 31.C (“VACATION: Vacation Scheduling”) to add:

Registered Nurses have the ability to use two (2) one weekend days of vacation for every week of earned vacation.
Amend Art. 32.A. ("SICK LEAVE: Sick Leave Accumulation")

Regularly scheduled nurses who have averaged thirty-two (32) compensated hours or more per two- (2) week payroll period will be entitled to sick leave pay for personal illness. Nurses will be entitled to sick leave with pay for personal illness not to exceed the accumulated rate of nine hundred sixty (960) hours. Sick leave will be earned and accumulated at the rate of eight (8) hours for every 104.473.3 hours the nurse is continuously employed. So long as a nurse has nine hundred sixty (960) hours of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulation credit of nine hundred sixty (960) hours of accumulated and unused sick leave.
Amend Art. 33.I. ("LEAVE OF ABSENCE"): 

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

In addition, nurses elected to serve as a regular or alternate member of the nurses’ Negotiating Committee for the Employment or Pension Contract shall be given credit toward eligibility for and accumulation of benefits for all hours spent serving in this capacity.

Upon the written request of the Union, leave shall be granted to employees who are appointed full time representatives of the Union. Annually, the employer may request the Union to confirm the employee's continuation on Union Leave. During such leave, the RN shall accrue seniority and benefit hours equivalent to the nurse's FTE. The RN will be returned to their original position at the end of the leave.
Amend Art. 33. ("LEAVE OF ABSENCE") to add:

**Paid Military Leave of Absence**

A nurse is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any full-time or permanent part-time nurse is entitled to military leave.

1. A full-time nurse working a 40-hour work week will accrue one hundred twenty (120) hours (fifteen [15] days x eight [8] hours) of military leave in a fiscal year, or the equivalent of three (3) forty (40-) hour workweeks. Military leave will be prorated for permanent part-time nurses on the number of hours in the nurse’s regularly scheduled pay period.

2. Inactive Duty Training is authorized training performed by members of a Reserve or National Guard component not on Active Duty. It is performed in connection with the prescribed activities of the Reserve or National Guard. It consists of regularly scheduled unit training periods, additional training periods, and equivalent training.

3. Eligible nurses may use fifteen (15) calendar days per year for Active Duty, Active Duty Training, and Inactive Duty Training. A nurse can carry over a maximum of fifteen (15) days into the next fiscal year.

4. Up to twenty-two (22) workdays of military leave may be granted per calendar year for emergency duty as ordered by the President or a State governor. This can be for law enforcement or the protection of life and property.

5. Reserve and National Guard Technicians are entitled to forty-four (44) workdays of military leave for duties overseas under certain conditions.

6. Military leave should be credited to a full-time nurse on the basis of an 8-hour workday. The minimum charge to leave is one (1) hour. A nurse may be charged military leave only for the hours that the nurse would otherwise have worked and received pay.

7. Nurses who request military leave for Inactive Duty Training (which generally is two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel.

8. A nurse’s pay remains the same for periods of military leave. The nurse’s pay is reduced by the amount of military pay for the days of military leave. However, a nurse may choose not to take military leave and instead take annual leave in order to retain both company pay and military pay.

9. When the nurse requests military leave, they must make an appropriate request and provide copies of their military orders.

(Agreement on this proposal may necessitate modification to Article 33.G. Military Leave of Absence)
J. 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 adoption placement by the prospective parents. To be eligible for leave, an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase the length of leave for an employee. 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.

The above language shall not be interpreted so as to deny leave to otherwise eligible LGBTQ+ bargaining unit members based on their sexual orientation or gender identity.
Amend Art. 47.D. ("HEALTH AND SAFETY: Workplace Violence Prevention and Response") to add the following language after the 8th paragraph ending “… for the protection and well-being of patients, families, and themselves.:

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.

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

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

The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient’s family has a history of violence toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.

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

The Hospital will provide at least eight (8) hours of classroom (face-to-face) Code Green/Green Alert training each year for all staff. One of the trainers will be an RN clinical expert.

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

Signage will be posted and clearly visible to the general public at every nurse station on all units in the Hospital that indicates violence of any kind is not permitted on Hospital premises.
Union Proposal 21

Amend Art. 51 (“EDUCATIONAL DEVELOPMENT”):

A. Tuition Reimbursement for Completion of a BSN, BAN, or MSN
   1. ***
      g. Tuition reimbursement shall be up to three thousand six hundred fifty dollars ($3350.00) per year for RNs at a work agreement of less than 0.7.
      h. Tuition reimbursement shall be up to three thousand five hundred dollars ($3500.00) per year for RNs who maintain a work agreement of 0.7 or above consistently during the duration of school and meet post-graduation requirements.
      hi. Nursing Administration and the MNA will collaborate as necessary to identify degrees which are eligible beyond BSN, BAN, and MSN.
      jj. RNs enrolled in advanced degree programs working toward advanced practice roles shall be eligible for tuition reimbursement of up to three thousand seven hundred fifty dollars ($3750.00) per year.
   ***

   3. Individuals newly hired as bargaining unit RNs may use tuition reimbursement funds toward repayment of education loans as follows: Up to fifteen hundred dollars ($1500.00) per year for the first two years of RN employment. The RN must remain employed a total of four (4) years from date of hire as an RN at an FTE of .7 or above; otherwise, the RN must repay these funds to the Employer.

B. Workshops, Courses, and Other Educational Programs

   A regularly scheduled nurse may use up to four hundred fifteen dollars ($4150.00) per year for the cost of workshops, courses, recertification testing and/or fees, and other types of educational programs that are:

   1. preparing for national certification for the nurse's area of practice. (See Article 9, “Salary,” Section N, regarding Pay for Certification), or
   2. related to complementary therapies that may enhance the nurse’s skills, or
   3. related to the nurse's clinical area of practice.

   The Employer will accept any form of proof of payment for education reimbursement. Funds under this section are included in the total tuition
reimbursement dollars (from section A, above) available to the RN each year.

A casual part-time nurse may have a workshop/CEU allowance of up to one hundred fifty thousand dollars ($150,000.00) per year, provided that the RN has consistently met all CPT requirements for the previous six calendar months. The RN is accountable to provide information regarding meeting requirements.

All such unused monies shall roll over from year to year.

C. Required Education Subsequent to Employment

Any education required by the Employer subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement and with the expenses thereof paid by the Employer.

Each nurse will be expected to complete mandatory education above their scheduled FTE either on a day off or adjacent to a work shift at the nurse’s preference. The nurse will be compensated at the regular, overtime, or double time rate, as applicable. Nurses may complete mandatory education during any voluntary or mandatory low need days if they choose, and will retain low need credit as applicable. Note: holidays are not an option for education. If the nurse elects to change the scheduling of mandatory education to be scheduled within their FTE, the nurse will notify the management designee. The election to change will not take effect until the next quarter’s education. Such election will remain in effect until further notice. Nurses who elect to be scheduled for mandatory education within their FTE shall not be assigned patient care responsibilities.

Mandatory meetings and required education will be offered or made accessible to the Registered Nurse during or adjacent to the nurse’s scheduled work shift. Although alternate mechanisms such as video tapes, audio tapes, or self-study may not be suitable in all instances, such alternate mechanisms will be used where deemed appropriate.

The Employer agrees to develop and implement a system to channel mandatory/required education for RNs into a manageable format.

This will be routed through the Education Department to provide a continuous, yet predictable, planning schedule to ensure RNs stay consistently informed and current with key information.

Charge Nurse orientation/training shall be agreed to by the Joint Staffing Committee to ensure input from bargaining unit nurses.
Union Proposal 22

Amend Art. 52.A.1. (“INSURANCE BENEFITS: Hospitalization Insurance”):

The Employer shall pay eighty-five percent (85%) of the single employee premium under said insurance program for those nurses electing to be covered by the insurance program.

The Employer shall pay seventy-five percent (75%) of the family premium under said insurance program for those nurses electing family coverage.

The Employer will pay eighty percent (80%) of the single plus one premium under said insurance program for those nurses electing single plus one coverage.

In addition to any employer contributions toward premiums specified above, the employer shall pay one hundred percent (100%) of any increase in employee premium for coverage after the 2022 plan year.
Amend Art. 57 ("AIR CARE") to read:

A. Responsibility

The AIR CARE Registered Nurse’s primary responsibility is to provide direct care to those patients requiring stabilization and transportation to medical facilities. Every Air Care flight crew shall include a bargaining unit Registered Nurse, except in unavoidable short staffing situations (e.g., ill call) when Employer has fulfilled established process(es) for filling open shifts.

B. Outstate Schedules

All outstate RNs (not limited to Redwood and Brainerd) will be scheduled 16-hour shifts at straight time and eight hours of on-premise on-call.

C. Metro B. Schedules

The Metro All Air Care RNs who were previously will be scheduled 24-hour shifts (16-hours shifts with the last four hours as double time will be scheduled 16-hour shifts, the first 12 hours at straight time, the next four hours at double time and eight (8) hours on-premise on-call.

1. These RNs may waive the right to double time pay allowing them to pick up open core needs above their work agreements in Air Care.

2. These RNs agree to report to the North Memorial Medical Center from 7:00 p.m. to 11:00 p.m. if they are not flying or completing a flight in order to be paid at the double time rate.

3. This is not considered floating.

4. These RNs will be entitled to be paid 16 hours of straight time when ill or using vacation.

5. Effective June 1, 2001, the Metro RNs will resubmit their work agreement verifying the actual position. The RNs would also have the permanent option of not working as a CCRT, thus being paid at straight time for the 16-hour shift and eight hours on-premise on-call.

6. This arrangement is permanent and is not subject to revocation by the employer or nurse. The option the RN agrees to will be reflected in her or his work agreement.

D. New Hire Scheduling
All future Air Care RNs will be hired at 16 hours of straight pay with eight hours on-premise on-call.

**CE. Shift Differential**

A nurse shall receive weekend shift differential for every hour worked starting Friday morning at the beginning of their assigned shift through Monday morning at the end of the assigned shift. A nurse shall receive evening shift differential for every hour worked past 1500. A nurse shall receive night shift differential for every hour worked past 2300. Shift differential pay will start at 7:00 p.m.

**DF. On-Premise Call**

On-premise call will be paid per contract.

1. All RNs are eligible for the guarantee of four hours pay when required to report to duty when working call. The rate of pay will be at time and one-half or double time if consecutive to the sixteen (16) hour shift. Metro All RNs working on-premise on-call who are called back for less than half an hour will be paid for the actual time worked at time and one-half.

2. An RN who is called back to work and who clocks back in within one (1) hour of the end of the scheduled shift will be considered continuous for the purpose of double time overtime accrual. This will be considered an extended shift and the clock out time will be considered the end of the call back shift. The half hour window addressed above does not apply in this instance.

3. If an RN is called to work and works beyond four and one-half (4½) hours, they will receive an additional four (4) hours pay at the appropriate rate.

4. On-premise call hours shall be considered “hours” for purposes of Art. 34.

**EG. Floats Non-Flight Time**

1. A Float differential of one dollar and fifty cents ($1.50) per hour will be paid to nurses with the Float Cost Center designation All Metro RNs not involved in a flight would be required to report to the Administrative Manager/Designee if a Hospital Emergency Incident Command System (HEICS) Alert is called.
2. Regularly scheduled RNs, upon completion of six (6) months in the Float Cost Center, will receive a pro-rated bonus in the amount of five hundred dollars ($500.00).

3. A Float RN will be paid mileage reimbursement all miles from their home to the base that they are traveling to for their assigned shift.

4. Float RNs shall not be required to work more than every other weekend in order to meet to their FTE. However, in the event that there are not enough non-weekend shifts, the Float RN may choose to:
   a. Solicit a shift trade(s) and/or giveaway(s) from co-workers to meet FTE, or
   b. Choose to work weekend shifts, in which case they would be entitled to the extra weekend shift bonus for any shifts above “every other weekend,” or
   c. Take paid time off (vacation/personal holiday).

F. Weekend Obligation

Weekend obligations will be scheduled in rotation according to individual work agreements. SAC will monitor and approve any new work agreements that have a weekend obligation more frequent than “every other weekend”.

G. Overtime Computation

On-premise on-call hours will not be considered for overtime purposes as part of the work agreement. This method of scheduling cannot prevent any RN from working extra straight time or overtime shifts above the scheduled work agreement.

H. Hours Crediting

All RNs shall be credited for all hours worked and on-premise call, receiving all contractual benefits and seniority accrual.

I. Travel Time

All Air Care RNs will be paid the appropriate hourly rate for that travel time to and from home to mandatory meetings and/or education which exceeds the RN’s normal commute.
Union Proposal 24

Amend Art. 57 ("AIR CARE") to incorporate the Rolling Request process for filling position vacancies that was implemented as a trial on August 2, 2021.
Union Proposal 25

Amend Art. 62 (“SUCCESSORS AND ASSIGNS”) to add:

Prior to any consolidation, merger, sale, transfer, or assignment of any part of the Hospital 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.
Union Proposal 26

Amend Art. 64. (“DURATION AND RENEWAL”):

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2019, through and including May 31, 2022. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to May 31, 2025, 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.
Union Proposal 27

The Union will be making proposals on wages and differentials which are designed to retain and attract qualified Registered Nurses.
Add Letter of Understanding:

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

**ORGANIZING AND ELECTION PROCEDURES**

1. **Principles.** The Minnesota Nurses Association – (hereafter called “the Union”) and North Memorial Health (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.

   As a result, the Employer and the Union agree that employees at any North Memorial Health healthcare facility not presently represented by a labor union may become represented through the following procedures.

2. **NLRB Procedures.** The parties shall comply with the National Labor Relations Board’s organizing and election rules and procedures, except as modified herein.

3. **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]

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

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

   Dear Hospital Employees:

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

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


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 (6) 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 North Memorial Health Hospital


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 forty-eight (48) hours to resolve. Unresolved issues will be referred to the Arbitrator for a decision within forty-eight (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.


A. Rapid Response Team. The Employer and the Union shall establish a Rapid Response Team to monitor compliance with these procedures and to attempt to promptly resolve 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 forty-eight (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 they are 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 them. 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 NLRB which may be handled under this Agreement.
Add a new article to read:

**UNIT STAFFING**

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

A. **Staffing Plan Review**

The Union and the Hospital shall review and mutually agree on the variable or fixed staffing plans required for each unit, at minimum, on a calendar year basis. Staffing grids 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 grid 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 Joint Staffing Committee will determine the venue and makeup of where the discussions will take place, but all decisions made by that group will be made as recommendations to the Joint Staffing Committee to be adopted only via mutual agreement. If deemed necessary by the Committee, unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve those nurses from duty on those dates/times in order to attend. Participation in any formed or utilized group will be on paid time for any nurse attending.

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

1. Trends for all Concern for Safe Staffing forms
2. Budgeted census
3. Current HPPD/VSP/other staffing calculations for the unit
4. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
5. Patient volume month by month for the past twelve (12) months
6. The number of admissions, transfers and discharges per shift, per day, per month.
7. Skill mix including items such as classification of staff on the unit (including support staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
8. Unit geography
9. Temporary nurse usage (agency and travelers)
10. Consistent availability of other in-house resources
11. Inability to find adequate staff to fill core shifts on a regular basis
12. Inability to meet approved staffing grids on a regular basis
13. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
14. Twenty-five percent (25%) of staff working greater than thirty (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 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 plans, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) workdays to the Union’s recommendation. Agreed upon action will be implemented within thirty (30) days and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it through a jointly administered voting process and agree through a supermajority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

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

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

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

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

B. Daily Staffing

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

1. Units will be staffed on each shift to mutually agreed upon daily staffing targets. The Hospital and Union will meet no less than annually to review and mutually agree on the daily staffing targets for each shift on each unit. These staffing targets include the creation, elimination, or filling of differing start times in units with multiple, agreed to start times.

2. The factors used to determine the daily core staffing targets shall include, but not be limited to:
   i. The bed capacity of each unit
   ii. Average daily census for each shift from the previous year
   iii. The total difference between budgeted and actual FTEs of nurses on a unit
   iv. Any changes or modification to a unit’s patient population
   v. Mandatory education and certifications requirements for Registered nurses on a unit,
   vi. The average rate of discharges and transfers from that unit in a day
   vii. The fall data trends from the previous three (3) years
   viii. The number of violent incidents on the unit in the previous three (3) years

3. 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.

4. 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 Joint Staffing Committee.
5. If a unit is staffed below the daily core staffing target agreed to between the parties the nurses working on that unit shall receive an additional amount of pay equal to fifty ($50) per hour divided equally among the nurses on the unit for each hour the unit is below the core target.

6. 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.

7. The Emergency Department Charge nurse shall have the unilateral authority to place the hospital on divert at their discretion when the unit is staffed below its daily core target.

C. High Acuity Care

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

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

1. Patients with airborne, enteric, Neutropenic, enhanced respiratory, Contact, and/or other precautions
2. Physical restraints.
3. 1:1 (including video monitoring)
4. Active Withdrawal
5. Diabetic Ketoacidosis Protocol
6. Pediatric patients when there is a lack of a parent or other “caregiver”
7. Complex psychosocial needs of patients/family

D. Unit Councils

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

1. Unit Councils membership shall be selected mutually by the Union and the unit Manager or Hospital CNO/DON. All Union stewards shall be ex-officio members of all Unit councils
2. Unit Managers and unit MNA Stewards shall meet monthly to discuss and mutually agree on the agenda for the meeting
3. The unit Manager will post and email the agenda for all Unit Council meetings no later than one (1) week prior to the scheduled meeting. All
Unit Council agendas will be retained and made available to nurses for a period of no less than fifteen (15) years.

4. Meeting minutes for all Unit Council meeting will be taken and shared with all relevant staff within one (1) week after the meeting. All minutes will be approved jointly between Employer and the unit MNA steward(s), or other Union designee(s), as a standing agenda item at each scheduled Unit Council. All minutes will be retained and made available to nurses for a period of no less than fifteen (15) years.

5. No nurse shall be disciplined or face retaliation for comments or questions brought forward at Unit Council.

E. Safe Staffing

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

1. The Nurse has the right to refuse an assignment that they do not feel prepared to assume. If the nurse receives an assignment that they judge they cannot accept safely, the nurse has the right and obligation to request and receive a modified patient assignment. A nurse who objects and requests a modified assignment shall not be subject to discipline nor sent home in response to that request.

2. It is understood that the primary function of Registered Nurses shall be to work to the top of their license. Nurses shall not be obligated to perform any task or directive that falls outside the scope of their primary function and shall not be required at any time to perform non-nursing functions that are within the job description of support staff.

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

F. Patient Experience

The Hospital shall post publicly and prominently on each unit signage that states the staffing status of each unit on a given shift. In the event a nurse fields an inquiry from a patient, patient family member, or regulatory agent such nurses
shall not be subject to discipline for explaining the definition listed herein. For this signage the following disclosure criteria and definitions shall be used:

i. **Red Status**: A unit on Red Status is staffed below the daily staffing targets either for RNs or Support Staff, has a unit census where all beds are either full, has one or fewer open beds, is in a Code status or reflects a unit that has been temporarily closed to new admissions or transfers by the Charge Nurse.

ii. **Orange Status**: Orange status refers to a unit that is staffed appropriately to daily targets, but is temporarily closed to admissions or transfers, or in the determination of the Charge Nurse is experience an overall acuity level of patient care above what would be a normal level on an average shift.

iii. **Green Status**: A green status unit is a unit that is not staffed below daily targets for any direct care position, temporarily closed to admissions, or has one or fewer open beds.
Add a new article to read:

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

1. **Preparedness and Safety**

   A. **Preparedness**

   i. As part of the parties’ current Nursing Health and Safety Committee there shall be time dedicated on a quarterly basis to discuss, establish, and review plans as they related to pandemic, epidemic and emergency outbreak responses that are intended to protect patients, families, staff and etc. The Health & Safety group will also make recommendations and implement measure at the Hospital in areas that require increased infection control; specific safety measures; PPE allocation, distribution, and conservation.

   ii. Hospital and MNA will jointly develop a definition of essential nursing care and nursing charting to be provided in an Emergency Response situation by January 1, 2023. This definition will include which tasks may be delegated under specific pandemic, epidemic and/or emergent outbreak emergency response situations.

   iii. The parties agree to establish a voluntary pool of registered nurses at each facility who agree to be a member of a Pandemic, Epidemic and Emergent Outbreak Voluntary Emergency Response Team which will report to duty on short notice for emergency response situations.

   **The Response Team would:**

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

   b. Receive training for Emergency Department support.
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 twenty-five percent (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 (EOOH) and/or the hospital, and the individual nurse; be part of conflict resolution between the nurse and EEOH and/or the hospital as necessary; ensure that the contractual rights of the nurse are upheld; participate, as needed or requested, on any committee or task force concerning health and
safety, work and non-work related injuries, disability or retraining issues; provide as needed education on issues affecting ill, injured or disabled nurses; and work with affected Registered Nurses with processing forms, documents, and/or applications related to illness, injury, or disability.

2. Reporting

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

5. Restoring and Recognizing COVID Sacrifice

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

A. Recognition Bonus

While no dollar amount can reflect the sacrifice and lifelong effect of working in a pandemic environment, the parties agree that these frontline Registered Nurses have earned a recognition bonus to recognize their continuing tireless work and dedication during the ongoing pandemic. Therefore, all RNs employed prior to May 31, 2022 shall receive a $10,000 recognition bonus prorated to the RN’s average FTE worked from May 31, 2020 through May 31, 2022 up to 1.0 FTE.

B. Restoring Sick Hours

Too many Registered Nurses were required to exhaust their sick leave banks in the past two (2) years between quarantine, their own illness or caring for family members.

Therefore, RNs employed prior to May 31, 2022 shall receive fourteen (14) additional days to their sick time bank prorated to the average FTE worked from May 31, 2020 through May 31, 2022, up to 1.0 FTE. Registered Nurses working 8-hour shifts shall receive fourteen (14) 8-hour days and Registered Nurses working 12-hour shifts shall receive fourteen (14) 12-hour days.

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

D. COVID-19 Pay

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

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

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

E. Sabbatical Leave

Recognizing the sacrifice, trauma, and subsequent burnout of Registered Nurses experienced over the last two years, the parties agree that the introduction of a sabbatical leave is intended to provide Registered Nurses with an opportunity for necessary respite and recovery to ensure a staff member remains a Registered Nurse in the future. Such leaves shall be granted in increments of (twelve) 12 weeks for up to one (1) year.

1. Eligibility

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

2. Conditions

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

A Registered Nurse on sabbatical leave shall be eligible to receive pay for up to twelve (12) weeks, though those twelve (12) weeks are not required to be concurrent.
Time on sabbatical leave shall be considered as continuous service and all time spent on a sabbatical leave shall be counted toward seniority hours. For any paid leave time, the RN shall continue to accrue vacation and sick time. All insurance benefits shall continue during the period of the sabbatical leave. Upon completion of such leave, the Registered Nurse shall return to their previous position (classification, unit, FTE, and shift).
Add a new article to read:

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 North Memorial Health sponsored scholarships for low-income students to enter the nursing field, and implement a nurse mentorship program. The mentorship program will include shadowing for at least one shift, and at least one hour of one-on-one time away from patient care for questions and answers. Nurse mentors will be a voluntary role and shall be kept whole for wages, benefits, and seniority.

B. Keeping Communities Whole

1. Changes to facilities and services
   a) For the life of the contract, the North Memorial Health may not take the required business or legislative steps to defund, restructure, relocate, close, or sell any units, facilities, campuses, or services without prior written consent of the Union. This applies even if services are relocated in the hospital system.
   b) In the event North Memorial Health 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 North Memorial Health.
      ii. OR: For the life of the contract, if the North Memorial Health 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.

2. Pensions: Nurses impacted by any changes as described in (1.a) will retain their vestment rights in the pension

3. Seniority: Nurses impacted by any changes as described in (1.a) will retain their seniority hours
4. 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.

5. 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 North Memorial Health’s Board of Directors.
      i. The Union board member shall be kept whole and be provided with reasonable time to carry out Committee responsibilities including, but not limited to, preparing for and participating in Board meetings, trainings, and other Board activities.
   b. The Board of Directors may not consider any of the facility changes in (1.a), consider new facility lease agreements, or consider any other service or facility changes without prior written Union approval and Equity, Diversity, and Inclusion committee approval.

C. Community Health Needs Assessment

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

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 (25%) of total community benefit spending to relieve patient medical debt, prioritizing debt that is more than one year old.

E. Responsible & Transparent Financial Stewardship

The hospital and Union agree in the need for responsible and transparent financial stewardship of the healthcare and acknowledge the not-for-profit status of the hospital is in exchange for tax exemption.
At least 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.
Add a new article to read:

**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 provisions:

**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.

Nothing in this article should be construed to limit any employee’s rights under federal, state or local law to challenge employment discrimination.
The Union reserves the right to amend, add, delete, 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 appropriate interpretation of intent if the proposal is withdrawn by the Union.