Minnesota Nurses Association

Initial Non-Economic Proposals to

Children’s Minnesota

2022 Contract Negotiations

March 17, 2022
Union Proposal 1: Recognition
Amend Article 1 Minneapolis and St Paul

RECOGNITION
The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses, clinical educators, and assistant nurse managers employed by Children’s Minnesota in the Hospital.
Union Proposal 2A: Scheduling Minneapolis and St Paul
Amend Minneapolis and St Paul Article 3

(c) Scheduling

The general pattern of scheduling will be as follows:

(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. Effective January 1, 2021, nurses working 12-hour shifts shall not be required to work weekends more than every third weekend. For nurses working a mix of 8-hour and 12-hour shifts, effective January 1, 2021, their weekend shift length will govern whether they are scheduled to work every other weekend (nurses who work 8-hour weekend shifts) or every third weekend (nurses who work 12-hour weekend shifts). For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work. On her/his weekend off, a nurse shall not be required to work from 7:00 am Friday through 7:00 am Monday. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary, to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.

(2) Nurses normally shall not be required to work more than days and relief or days and nights.

(3) Normally, there shall be at least twelve (12) hours between assigned shifts (days, relief, or nights) except on days prior to scheduled days off.

(4) Unless it would result in a nurse not being able to fulfill her/his FTE and week-end commitments, the following will apply:
   (a) A nurse working eight (8) or ten (10) hour shifts will not be required to work more than five (5) consecutive days without the nurse’s consent.
   (b) A nurse working twelve (12) hour shifts will not be required to work more than three (3) consecutive days without the nurse’s consent.
   (c) A nurse working a position that combines both eight (8) and twelve (12) hour shifts will not be required to work more than forty (40) hours on consecutive days without the nurse’s consent.
   (d) A nurse rotating days and nights will not have less than twenty-four (24) hours off between rotations without the nurse’s consent.

If these provisions conflict with a nurse’s holiday obligation, the conflict will be resolved in accordance with SAC policies for that site.

(5) Nurses with confirmed work agreements of .8 – 1.0 will have blocked/fixed schedules. A nurse may voluntarily choose to be unblocked. A nurse who is voluntarily unblocked will have their base schedule adjustments be granted first. If an unblocked nurse wishes to move to a blocked schedule, a nurse’s base scheduling becomes a block.

(6) A nurse working in a unit open twenty-four hours a day/seven days a week (24/7) shall not be scheduled for more than three (3) starting shift times per four (4) week period.
Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the nurse concerned or in cases of emergency or unavoidable situations where the application of the general patterns would have the effect of depriving patients of needed nursing service.
MNA Initial Non-Economic Proposal to Children’s Minnesota

Union Proposal 3: Confirmation of Work Agreement Minneapolis and St Paul

Amend Minneapolis Article 4 E and F
Amend St Paul Article 5, D and E

Confirmation of Work Agreement
The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. This offer of employment shall include his/her salary and increment level, credit assigned for prior work experience, the number of hours per payroll period for which the nurse is employed, the unit assigned, the assigned shift rotation, weekend rotation, and on-call expectations. The confirmed employment understanding shall remain in effect and not be changed without the nurse’s consent. If a nurse’s shift rotation is involuntarily changed, the affected nurse will be given the first opportunity to return to his/her original shift rotation when the position is posted. Upon request, the Hospital shall provide the Association with copies of employment offers during the preceding month with the information provided in Section 23, Association Security, (b).

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 increases or 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 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

The increases or decreases 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 Staffing Advisory Committee or other appropriate groups at the facility for a consultation. This group shall use an interest-based, problem-solving approach to address the issue. If resolution does not occur within a predetermined period of time, the nurse may use the grievance process.
Union Proposal 4: Shift of Choice Minneapolis and St Paul

Amend Article 7 Minneapolis
Amend Article 6 St Paul

ROTATION AND SHIFT OF CHOICE

Nurses with ten (10) or more years of seniority, as defined in Section 14, Low Need Days and Layoff, will be afforded the opportunity to work a permanent shift assignment of the nurse’s choice subject to the need to provide proper staffing on all shifts within six (6) months of their initial request. In order to provide greater opportunities for nurses to select a shift of choice, including weekends and start times, the Hospital will create more straight shifts. The parties recognize that complete implementation of this provision will need to be phased in and that the period of implementation will be governed by the following:

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

(b) No confirmed work agreement, as provided in Section 4, Salary, (e), specifying the number of hours per payroll period and shift rotation, weekend and start time of a currently employed nurse, will be involuntarily changed.

(c) Eligible full-time nurses in seniority order on the unit will first be offered their shift assignment of choice: thereafter eligible part-time nurses on the unit in seniority order will be offered their shift assignment of choice.

(d) In order to maintain consistency in implementation and interpretation, the Staffing Advisory Committee (SAC) will review Staffing Advisory Committee policies related to Shift of Choice (SOC) and develop a program to educate staff and directors. The first review and education will occur within six (6) months following implementation of this agreement. Thereafter, the review and education of current as well as new Staffing Advisory Committee policies regarding Shift of Choice will occur periodically as determined by Staffing Advisory Committee.

Each unit will develop and provide a specific plan for development of Shift of Choice nursing positions to Staffing Advisory Committee. On a semi-annual basis, managers will communicate the Shift of Choice availability to unit RNs. Questions regarding the Shift of Choice plan may be forwarded to the unit director or Staffing Advisory Committee.

(e) The nurse may elect an assignment of days, reliefs, nights or a rotating assignment including days and either reliefs or nights. A nurse may also elect a shift length of choice of greater than or less than eight (8) hours’ duration, exclusive of start and end times. The nurse electing to fill an available flexible work position or an alternate weekend schedule may not require the creation of a new flexible work position or alternate weekend schedule position. Election of a shift of choice, and/or a shift length of choice, may be granted concurrently or separately. Shift designation will be determined by where the majority of hours fall. Rotating shift positions will be decreased but not eliminated.
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(f) If a permanent shift assignment becomes available because of changes in the schedules of nurses currently employed on a unit which has no open unfilled positions, the available permanent shift assignment will be first offered to nurses on that unit. Otherwise all openings, including those offering permanent shift assignments, will be offered and filled in accordance with Section 16, Schedules and Posting.

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

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

(i) Evening and night Shift of Choice nurses, including those with shift lengths of greater than or less than eight (8) hours’ duration will be afforded the option to work every fourth (4th) weekend if matched with another Shift of Choice nurse. If unmatched, unit management will attempt to accommodate. If one nurse of the match discontinues the schedule, the schedule may be posted for another Shift of Choice match. If Shift of Choice match is not found, then the nurse reverts back to their previously agreed upon weekend agreement every other weekend if management cannot accommodate continuing the schedule.

(j) When evaluating the ability to offer Shift of Choice to an eligible Shift of Choice nurse, office day FTE’s for Assistant Nurse Managers and Clinical Educators will not be counted in the unit staffing numbers. Instead, the office day FTE’s will be awarded to an eligible Shift of Choice nurse in one of two (2) ways:

1. If the Assistant Nurse Manager or Clinical Educator has been granted their Shift of Choice, the office day FTE will be awarded to another eligible Shift of Choice nurse on a temporary basis.

2. If the Assistant Nurse Manager or Clinical Educator has not been granted their Shift of Choice, the office day FTE will be awarded to an eligible Shift of Choice nurse.

(k) Evening and night shift of choice nurses will be the last to be scheduled for Christmas. Evening and night Shift of Choice nurses will never be scheduled more than every other Christmas.

(l) A nurse shall be electronically provided with specific staffing and scheduling rational to their declined shift of choice.

(m) After granting Shift of Choice, if staffing allows and the posting of balanced 8-hour shifts are possible during the re-basing process, the associated 8-hour shifts shall be posted internally.

Insofar as practicable, rotating shift assignments will be made equally among the nurses employed on each unit.
Union Proposal 5: Vacation Scheduling and Summer Deferral Bonus
Minneapolis and St Paul

Amend Article 9, A, 3 and 4 (Minneapolis)
Amend Article 8, A, 3 and 4 (St. Paul)

(3) **Vacation Scheduling (Flex Time Bank)**

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. Office days for Assistant Nurse Managers and Clinical Educators will not be included in the numbers of staff granted vacation each day. 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, Low Need Days and Layoff, shall be given preference. Where a Hospital utilizes an annual defined vacation signup period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration. By mutual agreement between the nurse and nurse manager, a nurse may convert accrued flex time hours to pay.

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. Vacation (flex time) may be used as it is accrued. There is no maximum balance.

**Vacation must be approved or denied within two weeks of the end of the bid date during schedule creation or date of submission**

During the adjustment phase, open vacation slots will be visualized and available to nurses to pick up vacation.

An email with denied vacation requests will go out to the unit for nurses to pick up to specifically allow for the corresponding vacation request to be approved, if staffing allows.

**The Number of flex time weekends an RN is eligible to take**

a) Two (2) week flex time schedule = 2 scheduled weekend shifts off per year  
b) Three (3) week or four (4) week flex time schedule = 4 weekend shifts off per year  
c) Five (5) week flex time schedule = 5 weekend shifts off per year  
d) (Minneapolis only) If vacation is still available on a week after the bid period, any weekends requested off will not count against the eligible weekends off a year

**Vacation Formula**

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

1. Total number of nurse flex time hours accrued per shift and per unit  
2. Add 50% of the banked flex time hours  
3. Divide total by hours per shift (4 or 8)  
4. Shifts divided by 365 days per year
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**Example:**
1. Day Shift (7:00-15:00) has 8280 total nurse flex time hours accrued per year
2. 50% of banked flex 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.

**Summer Deferral Bonus**
Nurses who accrue and utilize flex time will be eligible for a monetary bonus if they do not make a request to use flex time between the Memorial Day and Labor Day holidays. The following conditions apply:

(a) The nurse must declare by March of that year that she/he is not going to put in a flex time request for the period between Memorial Day and Labor Day.

(b) The nurse may not give away shifts between Memorial Day and Labor Day, or she/he will forfeit the bonus.

(c) The nurse may utilize flex time between Memorial Day and Labor Day in lieu of an HR LOA and/or a mandatory LOA.

(d) The monetary bonus will be equal to twenty (20) hours of the nurse’s regular rate of pay for a full-time nurse, and prorated from that amount for a part-time nurse.

(e) The monetary bonus will be paid to the nurse in September.

(f) The hospital will send an email confirmation of the nurses summer deferral bonus request noting the day and time it was requested.
MNA Initial Non-Economic Proposal to Children’s Minnesota

Union Proposal 6: Postings and Filling of Positions Minneapolis and St Paul
Amend Article 16 (Minneapolis) and Article 14 (St. Paul), Schedules and Posting, C, Posting and Filling of Positions

(c) Posting and Filling of Positions

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least five (5) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, weekend rotation, on call expectations, the required qualifications for the position and the person to whom to apply.

All other language in article would remain current by facility.
Union Proposal 7: Discipline and Termination of Employment Minneapolis and St Paul

**Amend Article 17, (Minneapolis) Termination of Employment and Discipline**

**Amend Article 15, (St. Paul) Termination of Employment and Discipline**

**DISCIPLINE AND TERMINATION OF EMPLOYMENT**

Upon request of the nurse or the Association, all written documents relating to any disciplinary actions or written disciplinary warnings will be removed from the nurse's personnel file at any time after eighteen (18) months three (3) years from the date of the most recent incident providing no further warnings or other disciplinary actions have been given in the intervening period. Disciplinary actions, 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.

*All other language in article would remain current by facility.*
Union Proposal 8: Duration Minneapolis and St Paul

Amend Article 38, (Minneapolis) Duration and Renewal
Amend Article 35, (St. Paul) Duration and Renewal

DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2022 through and including May 31, 2025. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to May 31, 2022 or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement.
Union Proposal 9: Weekend Obligations LOU Minneapolis and St Paul
Amend Letter of Understanding III (Minneapolis)
Amend Letter of Understanding V (St. Paul)

LETTER OF UNDERSTANDING - WEEKEND OBLIGATIONS

Children's Hospitals and Clinics and Minnesota Nurses Association are committed to continue the efforts initiated in 2001 to decrease the weekend obligations of bargaining unit nurses at Children’s – Minneapolis and Children’s - St. Paul.

The following shall occur are among the options the Parties will consider as possible ways to decrease weekend obligations:

(1) Apply the unique weekend scheduling options currently in use in St. Paul for nurses in Minneapolis.

(2) Nurses who have been granted shift of choice, day shift, eight hour shifts would not be required to work more than every third weekend.

(3) Nurses with 41,600 hours or more of seniority would not be required to work weekends within 6 months of eligibility.
Union Proposal 10: Mandatory Low Needs Minneapolis and St. Paul

Amend Article 14, D Minneapolis
Amend Article 12, C St Paul

Mandatory Low Need Days
If additional reductions are indicated, low need days shall be taken by the least senior regularly scheduled part-time nurse scheduled for the particular unit and shift where the reduction is necessary.

No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per year, with the year defined as November 1 through October 31. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (d) of this provision shall not exceed three (3) per year for any regularly scheduled part-time nurse.

A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.

A nurse to be assigned a low need day pursuant to this Part (d) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.

A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:

1. She/He may request and be granted flex time on an additional non-holiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.

2. She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year.

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

(a) Payroll Dues Deduction
The Hospital agrees to deduct payments required by this Section 29 from the salary of each nurse who has executed the dues and fees authorization card which has been agreed upon by the Hospital and 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 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, 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.

(c) Association Dues and Service Fees
Annual dues, service fees and initiation fees, as described by this Section shall be in the amount certified to the Hospital as correct from time to time by the Association.

(d) Payment of Dues or Fees
Payments described by Paragraphs (f) and (g) shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month’s payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.
(e) **Association Information at Time of Hire**

A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative designated by Minnesota Nurses Association shall be afforded the opportunity to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

> "Notification to Newly Employed Nurse

I understand that there is a Contract Agreement between this Hospital and Minnesota Nurses Association governing wages, hours and other terms and conditions of employment. The Contract Agreement provides that if a nurse elects not to become a member of Minnesota Nurses Association, she or he must pay a service fee to Minnesota Nurses Association as a condition of employment.

________________________________________

Hospital

________________________________________

By: ______________________________________

________________________________________

MINNESOTA NURSES ASSOCIATION

________________________________________

By: ______________________________________

I acknowledge receipt of this Notification, a Contract Agreement and a dues and fees deduction authorization card.

________________________________________

Signature of Nurse

________________________________________

Date: ____________________________________"

(f) **Representational Fee**

No nurse shall be required to become or remain a member of the Association as a condition of employment.

Each nurse have the right to freely join or decline to join the Association.

Each Association member shall have the right to freely retain or discontinue his or her membership. Nurses who elect to join the Association shall pay dues as determined by the Association and shall enjoy all the rights and benefits of membership.
Nurses who decline to join the Association will be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Association expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

No nurse shall be discriminated against on account of his or her membership or non-membership in the Association. A nurse who is eligible under MNA rules or bylaws for MNA membership at a reduced dues rate shall be entitled to elect agency fee status with the amount charged to be reduced from the full agency fee by a percentage proportionate to the reduction in membership dues for which the nurse is eligible.

(g) Effective Date
The provisions of paragraph (f) shall be applicable only to nurses hired on and after July 22, 1974.

(h) Termination for Failure to Pay Dues or Fees
Any nurse who fails to pay the service fee or dues required by the Agreement shall upon written notice of such action from the Association to the Hospital be terminated by the Hospital within fourteen (14) calendar days. The Association will also send a copy of such notice to the nurse. The Association will hold the Hospital harmless from the claims of any nurse so terminated. If a nurse alleges that she or he has been discharged contrary to the provisions of this Paragraph (h), the question shall be regarded as a grievance and submitted to the grievance procedure as set forth in Section 21, Grievance Procedure, of this Contract Agreement.

(i) Application and Administration of Association Security
In the application and administration of this Section 29, the Hospital shall have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a nurse. The Association shall honor such requests and, in cooperation with the Hospital, will seek a harmonious solution to any problem that may arise.
Union Proposal 12: Addendum to the Contract Minneapolis and St Paul

(4) Reduction of beds:
• permanent or episodic reduction of staffed beds that would result in reduction (layoff) of nurses per campus

(3) In the event of a consolidation, seniority lists of the affected units will be merged. Additionally, nurses from the eliminated unit or specialty patient group will carry their FTE, Shift, Weekend commitment and Shift of Choice. Early retirement, as defined in Article “layoff” will be offered prior to consolidation.

All other language would remain the same within the addendum.
APPENDIX B - RECOGNIZED CERTIFICATION PROGRAMS

(1) Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.

ENPC  ENPC Instructor
TNCC  TNCC Instructor
NTMC  Certification for Neonatal Infant Massage
CLC  Certified Lactation Counselor
ACLS  ACLS Instructor
APRN  Advance Practice RN
BLS  BLS Instructor
CPS  Child Passenger Safety Tech
ENA  ENA Instructor
HTCP  Healing Touch Practitioner
NRP  NRP Instructor
PALS  PALS Instructor
STABLE-1  STABLE Instructor
Neonatal Developmental Care Specialist Designation

(3) For the June 1, 2022, certification bonus payments, a nurse may qualify for the certification bonus by holding a recognized certification identified in Appendix B of the 6/1/22 through 5/31/22 collective bargaining agreement (even if it does not appear on the ANCC list and is not identified in paragraph (2) above). However, for the June 1, 2020, certification bonus payments, and the certification bonus payments thereafter, the certification must appear on the ANCC list referenced above on the date of the payout or be specifically identified in paragraph (2) above.

(4) If, during the term of the collective bargaining agreement, a nurse obtains a certification while it is on the ANCC list, and that certification is subsequently removed from the ANCC list, then that nurse will continue to be eligible for the certification bonus payments through the end of the 6/1/22 through 5/31/22 collective bargaining agreement, as long as the nurse’s certification is active and not expired.
During the 2007 negotiations between Children’s Hospitals and Clinics of Minnesota and Minnesota Nurses Association, the Parties reached the following agreements on floating:

**Float Teams**

1. Float Team communities will be identified per campus and endorsed by System Labor Management Committee.

2. Float Team positions will be posted on each campus. The campus-specific Float Teams will be strengthened to meet the needs of each Hospital.

3. Float Team positions will be made attractive to experienced nurses through the development of specialized communities within the Float Teams. Float Team nurses will be oriented fully to the units in their assigned care community.

4. Float Team nurses will not be floated to units where they are not oriented.

5. The Float Teams on each campus will be provided with both daily work assignments and long-term work assignments.

**Floating – Newly Closed Units for Floating**

1. The St. Paul NICU, St. Paul PICU, Minneapolis 8th floor, Special Care Nursery and St. Paul SSU and Minneapolis SSU will be closed units for floating.

2. The campus-specific Float Teams will continue to support these units.

3. Nurses in these units closed for floating will have the option to float to other units, but will not be required to float. Specific to Special Care Nursery nurses who choose to float, they will have the option of being oriented to float to a unit(s) or to work as a helper.
In the event that any of these units are overstaffed, and no one is available to float the following will occur:

(a) Voluntary HRLOAs will be offered.

(b) Mandatory LOAs will be given to those eligible.

(c) If no one is eligible for mandatory LOAs nurses will be offered a choice between floating to another unit as a “helping hand” or an HRLOA in lieu of floating. Nurses who have volunteered to float to other units, or who are exempt from floating due to other Contract provisions, will be exempt from this step.

The Staffing Advisory Committee work plans will include the development of a unit-specific definition of the helper role.

Floating – Units Previously Closed for Floating

The following units will remain closed for floating:

(a) Minneapolis: Emergency Department, Radiology, Vascular Access, OR, Pre-Op/PACU, NICU, Mercy NICU, St. Paul and Minneapolis Emergency Departments

(b) St. Paul: Emergency Department, SPS, Vascular Access, St. Paul Clinics and Infectious Disease, OR, PACU, NICU, PICU, St. Paul and Minneapolis Radiology Departments

(c) St. Paul Clinics and TAMS

(d) Minneapolis Special Diagnostics Department

(e) St. Paul and Minneapolis Operating Rooms with the following exceptions: nurses in the St. Paul DSC and St. Paul Main OR will float between these two units; and nurses in the St. Paul DSC and St. Paul Main PACU/pre-op areas will float between these units. Floating between the DSC and St. Paul Main OR will be re-evaluated once the EMR goes live in DSC.

(f) Minneapolis Tower/PACU/pre-op.
The campus-specific Float Teams will continue to support these units.

Floating – Other Units

(1) The following groupings will be used for floating:

   (a) Nurses on 3200, 4100 and 4200 will float among these units.
   (b) Nurses on 7940 will choose one unit among 3200, 4100 or 4200 to which to float.
   (a) Nurses on St. Paul 5th floor and 6th floor and 7th floor will float among these units.
   (b) Nurses on Minneapolis 6th Floor, 7th Floor and LSU will float among these units.
   (d) Nurses in the Minneapolis NICU, SCN and ICC will float between these units. See Letter of Understanding XIV Children’s Neonatal Unit at Mercy Campus.
   (e) Nurses in the Minneapolis PICU and IMC will float between these units.

(2) NICU ECMO nurses will choose either ICC or PICU to which to float. PICU ECMO nurses will choose either CVICU or NICU to which to float. CVICU ECMO nurses will choose either PICU or ICC to float to.

(3) Nurses who are exempt from floating due to other Contract provisions will remain exempt.

Cross-Campus Floating

Cross-campus floating will remain voluntary.

Evaluation of Floating Agreements

The Staffing Advisory Committees (SAC) on each campus will incorporate these floating agreements into their policies on floating. Six months after these agreements are implemented representatives of both SACs will meet and make any improvements to these agreements. SAC will continue to monitor on an ongoing basis.
Union Proposal 15: Per Diem LOU Minneapolis and St Paul

Amend Per Diem Lou Minneapolis IX and St Paul VII

(3) Per Diem positions are open to staff who make a minimum work commitment of 48 hours six (6) shifts per four (4) week schedule. Additional hours may be worked on any shift when hours are available according to order of shift preference guidelines. A per diem nurse is not assured that availability of work on a regular continuing basis. Before mandatory low need days are assigned to regularly scheduled staff and casual staff, per diem staff will be cancelled.
Union Proposal 16: Renew all other LOUs Minneapolis and St Paul

Renew Letters of Understanding (Minneapolis & St. Paul)

All other letters of understanding in this agreement shall be renewed.
Union Proposal 17: Pay for Certification Minneapolis and St Paul
Amend Article 4, N Minneapolis and St Paul

Pay for Certification
Upon successfully completing a nationally recognized certification program, a nurse will be reimbursed by the Hospital for the application fee(s) to obtain such certification.

Annually, on June 1 of each year, the Hospital shall pay a bonus of four hundred fifty dollars ($450.00) per certification to any regularly scheduled nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix B. To receive this bonus, the nurse shall, prior to June 1, provide to the Hospital a copy of certification and shall have had no disciplinary suspensions in exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of the certification.

A nurse may use educational monies as provided for in Section 2, Educational Development, toward the renewal fees for certification.
NEW ARTICLE – UNIT STAFFING

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

A. Staffing Plan Review

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

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

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

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

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

In 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.
2. The Hospital and Union will meet no less than annually to review and mutually agree on the daily staffing targets for each shift on each unit. These staffing targets include the creation, elimination, or filling of differing start times in units with multiple, agreed to start times.
3. The factors used to determine the daily core staffing targets shall include, but not be limited to:
   i. The bed capacity of each unit
   ii. Average daily census for each shift from the previous year
   iii. The total difference between budgeted and actual FTEs of nurses on a unit
   iv. Any changes or modification to a unit’s patient population
   v. Mandatory education and certifications requirements for Registered nurses on a unit
   vi. The average rate of discharges and transfers from that unit in a day
   vii. The fall data trends from the previous three (3) years
   viii. The number of violent incidents on the unit in the previous three (3) years
4. It is understood that once a nurse has been confirmed for a shift that shift shall be considered a scheduled shift and may only be reduced by the Hospital through the Low Need process.
5. Scheduling targets will be reviewed before any adjustments are made, whether an increase or decrease; review of the data and indicators will be initiated and brought forward to the LMC committee.

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

7. The Hospital shall provide indemnification for all nurses against any malpractice suit or Board of Nursing complaint brought forth if the shift in question was one where the unit was staffed below the daily staffing target.

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

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

1. The Hospital shall post publicly and prominently on each unit signage that states the staffing status of each unit on a given shift. In the event a nurse fields an inquiry from a patient, patient family member, or regulatory agent such nurses shall not be subject to discipline for explaining the definition listed herein. For this signage the following disclosure criteria and definitions shall be used:
   i. **Red Status:** A unit on Red Status is staffed below the daily staffing targets either for RNs or Support Staff, has a unit census where all beds are either full, has one or fewer open beds, is in a Code status or reflects a unit that has been temporarily closed to new admissions or transfers by the Charge Nurse.
   ii. **Orange Status:** Orange status refers to a unit that is staffed appropriately to daily targets, but is temporarily closed to admissions or transfers, or in the determination of the Charge Nurse is experience an overall acuity level of patient care above what would be a normal level on an average shift.
   iii. **Green Status:** A green status unit is a unit that is not staffed below daily targets for any direct care position, temporarily closed to admissions, or has one or fewer open beds.
Union Proposal 19: Bargaining for the Common Good Minneapolis and St Paul

[New Article] Community Centered Hospital

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

A. Community Jobs Pipeline

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

B. Keeping Communities Whole

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

1. Pensions: Nurses impacted by any changes as described in (1.a) will retain their vestment rights in the pension.
2. Seniority: Nurses impacted by any changes as described in (1.a) will retain their seniority hours.
3. Accrued Leave Time: Nurses impacted by any changes as described in (1.a) will retain all accrued leave time including but not limited to vacation, sick, and personal leave.
4. Layoffs: In the event any changes described in (1.a) result in layoffs, the Hospital must pay all laid off nurses the equivalent of five times their annual wage prorated to their FTE.
2. Nurses care for their communities
   a) A bedside nurse, of the Union’s choosing, will be a full voting member of the [hospital system’s] Board of Directors.
      i. The Union board member shall be kept whole and be provided with reasonable time to carry out Committee responsibilities including, but not limited to, preparing for and participating in Board meetings, trainings, and other Board activities.
   b) The Board of Directors may not consider any of the facility changes in (1.a), consider new facility lease agreements, or consider any other service or facility changes without prior written Union approval and Equity, Diversity, and Inclusion committee approval.

C. Community Health Needs Assessment

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

D. Community Benefit Spending and Medical Debt Relief

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

E. Responsible & Transparent Financial Stewardship

The hospital and Union agree in the need for responsible and transparent financial stewardship of the healthcare and acknowledge the not-for-profit status of the hospital is in exchange for tax exemption. At least 60 days before any executive officer receives a raise, bonus, prize, or monetary incentive of any kind, the Employer agrees to make publicly known:
   • the amount of the raise, bonus, prize, etc.
   • the name of the recipient of the raise.
   • the previous salary of the executive prior to the raise.
   • a comparison of that salary to the average hourly wage paid in the facility

In addition, the hospital agrees to:
   • Send e-mailed notice of the above information to all employees.
   • Send mailed notice of the above information to all patients seen within the system over the last calendar year.
   • Announce the above information in a press release.
Union Proposal 20: DEI Minneapolis and St Paul

New Article, Racial Justice, Equity, And Inclusion

The Hospital and Union understand the benefits of an equitable, diversified, and inclusive workplace. The Union and Hospital agree that there shall be no discrimination by the Employer of any kind against any Registered Nurse on account of gender, race, color, creed, marital status, sex, sexual orientation, gender identity, national origin, ancestry, religion, political affiliation, medical condition, age, physical handicap, genetic information, past or current membership in the uniformed services, status as a disabled veteran or a veteran of the Vietnam era, or on account of membership or non-membership in the Association, or on account of lawful activity on behalf of, or in opposition to the Association, or any other classification protected by state or federal law or local ordinance, other than occupational qualifications and the specific provisions of this Collective Bargaining Agreement.

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

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

A. Equity, Diversity, and Inclusion Committee

The parties commit to creating a diverse committee which will be empowered to review and make changes to Hospital policies and procedures regarding equity and inclusion. This committee will continuously study and conduct needs 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.
Union Proposal 21: Pandemic Minneapolis and St Paul

New Article: Pandemic/Endemic Minneapolis and St Paul

The purpose and intent of this language between the Minnesota Nurses Association (MNA) and Children's Minnesota 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 measures at the Hospital in areas that require increased infection control; specific safety measures; PPE allocation, distribution, and conservation.

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

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

      The Response Team would:

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

         b. Receive training for Emergency Department support.

         c. Receive additional training on infection control, hazardous chemicals, harmful physical agents, use of PPE, and other necessary information.

         d. Become a Resource nurse to other staff and may include assisting with training other staff as needed

   B. Safety:

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

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

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

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

The Employer will provide a workplace adequately ventilated to meet the Center for Disease Control (CDC) guidelines regarding infection transmissibility. An Ill, Injured, or Disabled Nurses Advocate shall be filled at a 0.4 FTE paid by the hospital. The purpose of this position shall include, but not be limited to, assisting in establishing effective communication between Employee Occupational Health (EEOH) and/or the hospital, and the individual nurse; be part of conflict resolution between the nurse and EEOH and/or the hospital as necessary; ensure that the contractual rights of the nurse are upheld; participate, as needed or requested, on any committee or task force concerning health and safety, work and non-work related injuries, disability or retraining issues; provide as needed education on issues affecting ill, injured or disabled nurses; and work with affected Registered Nurses with processing forms, documents, and/or applications related to illness, injury, or disability.

2. Reporting

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

The employer will also report an ongoing monthly basis the total number of open shifts by shift; the number of temporary (agency, traveler, RNs acquired through state contracts, non-contract RNs from other areas of the organization, etc.) nurses broken down by type of temporary nurses, as well as the unit the nurse has been assigned; the total number of times in which hospital management attempted to secure extra staff but were unable; the number of times management acted in a bargaining unit position; and total number of instances in which PPE was requested but was unavailable.
The employer will also report an ongoing monthly basis a list of all bargaining unit members that have cared for a positive patient, to include dates and shifts in which the care occurred as well as the nursing unit. Additionally, the employer will also provide the names of each bargaining unit member required to quarantine due to exposure or suspected exposure, as well as the dates and length of time for each quarantine period covered.

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

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

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

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

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

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

For the duration of a pandemic, epidemic, or emergent outbreak as designated by the World
Health Organization WHO, federal and/or state public health agency, all Registered Nurses shall
be entitled to receive hazard pay in the amount of $25 (twenty-five) per hour in addition to the
Registered Nurse’s regular rate of pay, and any differentials and/or bonuses.

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

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

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

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 years between quarantine, their own illness or caring for family members.

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

C. Ongoing Mental Health Support

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

D. COVID-19 Pay

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

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

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

Union Proposal 22: WPV Minneapolis and St Paul
Amend Minneapolis Article 19 Committees and St Paul Article 29 St Paul

Physical Violence and Verbal Abuse:

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

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

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

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

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

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

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

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

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

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

That Hospital shall immediately notify all staff 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 judgment, assess that a behavioral contract for the family members or guests of a patient is necessary for their safety and the safety of others, said behavioral contract will be made and instituted until the nurse deems the contract is no longer necessary.
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Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). The intent of the debrief is to create a safe space for staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible (reasonable effort will be made to have this debrief in 72 hours) after report of the event has been received. **It is understood that nurses are not to be held responsible in full or part for any and all verbal or physical assaults against nurses.**

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, Employee Health Services (EHS), HR and the nurse leader will explore options with the nurse including programs and resources available such as paid leave as described below and assistance with the Workers Compensation process.

> **Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital agrees to grant the nurse up to the next five (5) consecutive calendar days** **scheduled shifts** **off without loss of pay immediately following the date of the incident, at the nurse’s discretion, in the form of paid administrative leave in order to allow the nurse to recover from physical and mental injuries.** The incident of workplace violence must be reported by the nurse in order for the nurse to be eligible for any paid administrative leave. However, if a report is made more than three days after the event (but in no event later than ten days) administrative leave may be provided retroactively.

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

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.