When we refer to Children’s Minnesota as The Kid Experts, we’re referring to everyone in our organization. That certainly includes our nurses. These last two years have been challenging for everyone both personally and professionally. As we sit down to discuss a new contract agreement, we will do so in good faith to find a timely agreement that incorporates nurse well-being, equity, and inclusion and will also balance the needs of our community and nurses at Children's. We’re focused on reaching an agreement that will be of benefit to everyone involved.

**Summaries of Proposals**

1. Children’s proposes the addition of a new contract article with regard to equity, diversity and inclusion. Children’s is committed to equity, diversity and inclusion, and desires to establish and meet goals regarding this important work. We want to join with the MNA and the nurses to align our goals to educate staff and foster a diverse and inclusive work environment.

2. Children’s proposes replacing any gender-specific pronouns with non-binary pronouns, or a form of “nurse,” throughout the contract. Children’s wishes to use language that matches how individuals refer to themselves, as this shows respect and fosters inclusiveness.

3. Children’s proposes to remove the specified cap or limitation on the employment or use of per diem nurses, while such nurses would continue to have an hours commitment, including a weekend requirement and a limited holiday requirement. The use of per diem nurses allows nurses with an authorized FTE to obtain more scheduled time off.

4. Casual nurses are intended to support nurses with an authorized FTE. Children’s proposes that casual nurses in Minneapolis work a Christmas holiday rotation. Children’s has a single staffing office, this will aid the consistent application of casual nurse requirements and scheduling rules across the two campuses.

5. Children’s proposes the addition of new contract language that would permit flexible staffing when the Hospital is severely overstaffed or understaffed. This language calls for the creation of a plan, with input from the System Labor-Management Committee, so that the Hospital is prepared to effectively handle staffing in such situations. Having such a plan in place can help prevent or delay the implementation of layoffs, and can help ensure that the patient needs can be met by the nurses who are valuable members of the care team.

6. Children’s proposes to change the cap on mandatory low need hours to 72 hours in the contract year, allowing for greater flexibility to staff the patient care units appropriately based upon patient volumes. Mandatory low need days permit the Hospital to operate in a prudent manner when experiencing low patient volumes, while allowing the Hospital to avoid more significant and more permanent staff and hours reductions. More specifically, the ability to fairly
distribute some additional mandatory low need hours can help avoid a layoff and a disruptive and undesirable bumping and bidding process.

7. Children’s proposes to remove the special exemption that carves-out nurses with 41,600+ hours from ever needing to take a mandatory low need day. Children’s believes that it is fair and equitable for all RNs covered by the contract to qualify for low need days, rather than have a category of nurses with a special exemption that prevents them from sharing in mandatory low need days with the other nurses.

8. Children’s proposes to replace the Summer deferral bonus program with a program that would reward nurses for not using flex time, and not otherwise missing work, during other periods of time in the year when nurses have difficulty getting off work (e.g., Mother’s Day, MEA and Halloween, Spring break, Easter, etc.). The program has not been effective when based upon just the Summer period, and, therefore, Children’s desires to reconfigure the program in a way that would reward nurses who agree to not take time-off during these other periods that are in high demand for time-off requests, while allowing more nurses to take-off work at these times.

9. Children’s proposes to update the contract language to include a cap (or maximum balance) on the amount of total flex time that a nurse can accrue and maintain in their flex time bank. If a nurse reaches that maximum balance, then the nurse does not accrue any additional flex time hours until the nurse uses some of the flex time in the nurse’s bank. The purpose of flex time is for a nurse to take paid time off work in order to take vacation, participate in activities or events with friends and family, be able to devote time to personal interests and pursuits, rejuvenate away from work, etc. Children’s believes that taking opportunities to focus on wellness through such activities is important for nurses to be their best at home and at work. A maximum balance on flex time accrual is a means to encourage nurses to use the flex time that they have earned, and thereby promote the entire purpose for having flex time as a benefit.

10. Children’s proposes to add language to the Minneapolis contract, stating that, in the event of an uneven exchange or shift giveaway, the Minneapolis nurse must use flex time. In this way, the Minneapolis nurses would be treated the same as the St. Paul nurses. Minneapolis nurses applied or bid for positions with a set FTE, and it is appropriate to assume and expect that nurses meet their FTE by working scheduled hours or else using the paid benefit time that is made available to them.

11. For purposes of clarification only, Children’s proposes to remove the outdated and unenforceable language suggesting that some other employer, which is independent from Children’s and negotiates with MNA separately, is somehow supposed to offer Children’s nurses a position if they are affected by a layoff.

12. For purposes of clarification only, Children’s proposes to modernize the dues check-off language to confirm the historical rule that the Employer’ obligation to deduct union dues and fees, and forward those funds to the Union, automatically ceases at the expiration of the collective bargaining agreement, without the Hospital needing to run through any additional procedural hoops.
13. Children’s proposes to update the language in the Appendix on Recognized Certification Programs to reflect that nurses should continue to have access to these incentive bonuses during the term of the new contract.

14. As a matter of contract clean-up, Children’s proposes that the 2007 Letter of Understanding (LOU) on Floating should not be appended to the new contract. The work contemplated by this LOU has been performed and completed by SAC (the Staffing Advisory Committee), making the continued inclusion of this LOU unnecessary.

15. Children’s proposes to remove from the LOU on Clinical Educators the job description language, as it is atypical and unnecessary to include such language in a labor agreement, especially inasmuch as the role can be updated as needed through other processes, including through System Labor-Management Committee.
Children’s Redlined Proposals

Children’s proposes the addition of a new contract article with regard to equity, diversity and inclusion. Children’s is committed to equity, diversity and inclusion, and desires to establish and meet goals regarding this important work. We want to join with the MNA and the nurses to align our goals to educate staff and foster a diverse and inclusive work environment.

1. *Equity, diversity, and inclusion.* Add the following as a new Article 39 in the Minneapolis contract and a new Article 36 in the St. Paul contract.

[Mpls 39 | StP 36]. **EQUITY, DIVERSITY AND INCLUSION**

Children’s vision is to be every family’s essential partner in raising healthier children. We achieve this vision in partnership with MNA by jointly prioritizing the goals of equity, diversity and inclusion in order to better serve our patients and families and partner with the community.

We achieve equity, diversity and inclusion by creating an inclusive, safe environment where everyone who engages with us – patients, families, employees, vendors and community partners – feels valued, respected and supported. Children’s and MNA desire to create an environment where everyone is treated with respect, dignity, equity and inclusiveness. Nurses are entitled to a just and supportive work environment and an 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 characteristics.

We work together to create a culture that reflects the diverse backgrounds of the communities we serve. Equity, diversity and inclusion will bring about better communication, reduced health disparities and create an engaging place to work for all nurses. This allows us to better serve our amazing patients and families!

Children’s and MNA agree to work together to foster a work environment of equity and inclusivity with the goal of overcoming and eventually eliminating systemic racism and discrimination.

**System Labor Management Committee and Equity, Diversity and Inclusion Cooperation**

The parties agree that issues of Equity, Diversity and Inclusion shall be an ongoing agenda item for the System Labor Management Committee (SLM). At a minimum, two meetings per year will be devoted exclusively to EDI matters and will include the Hospital’s diversity senior representative or designee. Representatives of the Employer’s office of Equity and Inclusion will provide an annual report on the initiatives to the System Labor Management Committee.
Recruitment and Retention

Children’s and MNA commits to aligning nursing goals with Children’s overall Equity, Diversity and Inclusion strategy. This may include working towards goals set for hiring and retaining nurses that reflect the population of the patients and families we serve. This may also address the impact of current policies and seniority rules that may impact these goals. SLM will annually work with Children’s to update target goals and the progress made against those goals.

We will include annual and periodic required developmental opportunities and education at a local and organizational level that assist in the systemic recruitment, hiring and retention that will lead to a more sustainable and long-term diverse group of nurses.

Education

The hospital will provide critical required developmental opportunities and/or education to nurses consistent with the organizational Equity, Diversity and Inclusion annual plan. We will work in partnership with MNA to offer relevant and learner level-based courses that will enhance the equity educational journey and also actions of all MNA nurses.

Immigration Matters

Upon request, with fourteen (14) days prior notice, where the nurse is reasonably able to do so, a nurse may be released for up to three (3) working days per year during the term of the Collective Bargaining Agreement in order to attend appointments and court dates related to the nurse’s immigration status and citizenship. The nurse will be required to use available paid time or may take the time as unpaid if no paid time is available. Children’s may require verification of such proceedings.

Nursing Diversity Committee and Nurses of Color Employee Resource Group (ERG)

Children’s will invite interested nurses to participate in Children’s Nursing Diversity Committee, the Nurses of Color Employee Resource Group and other Employees Resource Groups. The Hospital will communicate such opportunities to nurses on a regular basis. Such participants will work collaboratively with their supervisors to achieve time away from work to attend meetings and develop programs. The purpose of these groups is to partner with MNA to improve equity, diversity and inclusion outcomes for Children’s employees, patients, families, vendors and community partners.

Equity, Diversity and Inclusion Journey
Children’s and MNA agree to work collaboratively to achieve the goals of equity, diversity and inclusion. We agree the achievement of these goals will be challenging and that we will learn from each other and join together so that we can provide more equitable outcomes for our patients and families and provide a more inclusive, safe and productive work environment for our nurses. We are committed to making a change and to demonstrate equity through our collective actions.

Children’s proposes replacing any gender-specific pronouns with non-binary pronouns, or a form of “nurse,” throughout the contract. Children’s wishes to use language that matches how individuals refer to themselves, as this shows respect and fosters inclusiveness.

2. **Gender pronouns.** Replace gender pronouns (he/him/his she/her/hers) with the non-binary pronouns they/them/their in all sections of the contract, or else use the correct form of the word “nurse” in the context.

Children’s proposes to remove the specified cap or limitation on the employment or use of per diem nurses, while such nurses would continue to have an hours commitment, including a weekend requirement and a limited holiday requirement. The use of per diem nurses allows nurses with an authorized FTE to obtain more scheduled time off.

3. **Per diem nurses.** Revise Minneapolis LOU X and St. Paul LOU XII by deleting paragraph (14) (and renumbering (15) to (14)).

   (14) The parties mutually agree to maintain the per diem pool at no more than two percent (2%) of total system-wide bargaining unit FTEs.

   In addition, revise paragraph 10(a) of this LOU as follows in order to conform to Employer proposal #14 below:

   [10] (a) Float available nurses according to the Floating Letter of Understanding SAC floating policies.

Casual nurses are intended to support nurses with an authorized FTE. Children’s proposes that casual nurses in Minneapolis work a Christmas holiday rotation. Children’s has a single staffing office, this will aid the consistent application of casual nurse requirements and scheduling rules across the two campuses.

4-A. **Casual definition.** Replace the definition of “casual” in Article 35(b)(2) of the Minneapolis contract and on the Definitions page of the St. Paul contract with the following.

<table>
<thead>
<tr>
<th>Mpls 35(b)(2)</th>
<th>StP definitions page</th>
</tr>
</thead>
<tbody>
<tr>
<td>The term “casual” applies to any part time nurse employed by the Hospital to supplement its full time and regularly scheduled part time staff as needed.</td>
<td>The term “casual” applies to any nurse employed by the Hospital to supplement the staffing needs. This nurse is not regularly scheduled any hours.</td>
</tr>
</tbody>
</table>

   [Mpls 35(b)(2) | StP definitions page]
Casual. The term “casual” applies to any nurse with no authorized FTE commitment.

4-B. Casual work requirements. Replace the maintain-casual-status paragraph in Article 6(e) of the Minneapolis contract and Article 5(e) of the St. Paul contract with the following.

[Minneapolis Article 6(e)]
In order to maintain casual status, casual nurses are required to work two (2) shifts per month, and one (1) of those shifts must be either a weekend shift or a night shift. Casual nurses who do not meet these requirements will be terminated. If a casual nurse has a shift canceled by the Hospital, such shift shall count toward the two (2) shift minimum. A casual nurse shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse has agreed to work.

[St. Paul Article 5(e)]
To maintain casual status, a nurse shall be available to work every other Christmas holiday unless he/she has been employed continuously for 20,800 hours. Additionally, casual nurses are required to work two (2) shifts each month, unless such nurse requests and is granted a leave of absence. Casual nurses who do not meet these requirements will be terminated. If a casual nurse has a shift canceled by the Hospital, such shift shall count toward the two (2) shift minimum. A casual nurse shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse has agreed to work.

To maintain casual status, a nurse shall be available to work every other Christmas holiday. Additionally, casual nurses are required to work two (2) 8-hour shifts each month (unless such nurse requests and is granted a leave of absence), and one of those shifts must be either a weekend shift or a night shift, if there is a need.

Following the staff adjustment period of schedule development, casual nurses may voluntarily be pre-scheduled.

4-C. Casual nurse’s leave of absence. Add the following language (which does appear in Article 6(e) of the Minneapolis contract) to Article 5(e) of the St. Paul contract.

A casual nurse will not be granted a leave of absence to exceed six (6) months, unless such leave is a personal illness, injury or disability leave of absence, or a maternity/paternity leave of absence, as set forth in Section 11, Leave of Absence.

4-D. Casual nurse holiday scheduling order in Mpls contract. Revise the holiday scheduling order language in Article 6(b)(3) of the Minneapolis contract as follows.

Holidays will be scheduled in the following order until unit staffing needs (not including replacement time) are met:
(a) Regularly scheduled full-time and part-time non ten (10) year nurses whose turn it is to work the specific holiday. Non ten (10) year casual nurses will be included in the above list.

(b) Regularly scheduled full-time and part-time and casual ten (10) year nurses who volunteer to sign-up and waive the bonus.

(c) Regularly scheduled full-time and part-time non ten (10) year nurses who volunteer for vacant holiday shifts.

(d) Casual nurses who volunteer for vacant holiday shifts

(e) Regularly scheduled full-time and part-time non ten (10) year nurses will be scheduled for one more than half of the above holidays before going to step (f).

(f) Regularly scheduled full-time, part-time and casual ten (10) year nurses from least senior to most senior on a rotating basis.
   - Evening and night shift of choice nurses will be the last to be mandatory scheduled at Christmas.
   - A ten (10) year nurse will never be mandatory scheduled more than every third (3rd) Christmas. Volunteering and then being put on the schedule to work Christmas counts as being scheduled.
   - Nurses with greater than or equal to 41,600 hours of seniority shall not be mandated to work holidays.

When all regularly scheduled full-time, part-time and casual ten (10) year nurses have been scheduled once, start back at step E.

   - If a ten (10) year nurse is required to work on a holiday she/he may receive an HRLOA prior to other nurses being offered HRLOAs through a process developed by the Staffing Advisory Committee.

On a nurse’s holiday off, she/he shall not be required to work any earlier than the beginning of the day shift immediately following that particular holiday.

Children’s proposes the addition of new contract language that would permit flexible staffing when the Hospital is severely overstaffed or understaffed. This language calls for the creation of a plan, with input from the System Labor-Management Committee, so that the Hospital is prepared to effectively handle staffing in such situations. Having such a plan in place can help prevent or delay the implementation of layoffs, and can help ensure that the patient needs can be met by the nurses who are valuable members of the care team.

5. Flexible staffing. Add the following as a new Article 40 in the Minneapolis contract and a new Article 37 in the St. Paul contract.

[Mpls 40 | StP 37]. EXTREME VOLUME FLEXIBLE STAFFING

Extreme Volume Flexible Staffing (EVFS) is initiated when there is a sustained misalignment of nurse availability and census which forces care to be adapted from usual practices and/or may pose risk to patients without rectification.
In an EVFS situation, a plan will be created by the Hospital to allocate staff where the community has the greatest need. The plan will be reviewed by the Association through System Labor Management or at an agreed upon set aside meeting where the Association can provide input into the plan.

The plan would include but not be limited to:

**Floating:**
- Community needs supersede typical floating language.
- Nurses will be required to work as helpers where there is patient need.
- If the need exceeds what Helpers are able to provide, nurses will float to where the patient needs exist.
- Nurses will be provided necessary training and orientation.
- Floating will be required across campus if the need dictates such a float.

**Low need days:**
- If a need exists on another unit, nurses will be oriented to other units.
- Nurses on targeted units will be given up to 72 hours additional Mandatories.

Other considerations and/or actions to mitigate the need for an EVFS plan:
- Nurses recruitment.
- Use of assistive personnel.
- Assessment of Care Delivery models.
- Offer additional flex time.
- Consider additional personal LOAs.
- Educational offerings to expand nurse expertise in other care communities.

The parties will meet to address the duration of the implementation of the EVS plan, but it shall be effective for no fewer than four weeks. Periodic review of need and effectiveness of the program will be held between the Hospital and the Association.

Children’s proposes to change the cap on mandatory low need hours to 72 hours in the contract year, allowing for greater flexibility to staff the patient care units appropriately based upon patient volumes. Mandatory low need days permit the Hospital to operate in a prudent manner when experiencing low patient volumes, while allowing the Hospital to avoid more significant and more permanent staff and hours reductions. More specifically, the ability to fairly distribute some additional mandatory low need hours can help avoid a layoff and a disruptive and undesirable bumping and bidding process.

**6. Mandatory low need hours cap.** Revise the following paragraph of Article 14(d) of the Minneapolis contract and Article 12(c) of the Minneapolis contract as follows.
No regularly scheduled nurse shall be required by the Hospital to take more than three (3) low need days seventy-two (72) low need hours per year, with the year defined as November 1 through October 31. If the least senior nurse on a particular unit and shift has been assigned three (3) low need days seventy-two (72) low need hours, the next least senior nurse scheduled for the particular unit and shift may be assigned the low need day hours. In any case, the total of low need days hours under Part (d) of this provision shall not exceed three (3) per year seventy-two (72) hours for any nurse.

Children’s proposes to remove the special exemption that carves-out nurses with 41,600+ hours from ever needing to take a mandatory low need day. Children’s believes that it is fair and equitable for all RNs covered by the contract to qualify for low need days, rather than have a category of nurses with a special exemption that prevents them from sharing in mandatory low need days with the other nurses. 

7. Mandatory low need 41,600+ hours exemption. Delete the following paragraph from Article 14(d) of the Minneapolis contract and Article 12(c) of the St. Paul contract.

Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.

Children’s proposes to replace the Summer deferral bonus program with a program that would reward nurses for not using flex time, and not otherwise missing work, during other periods of time in the year when nurses have difficulty getting off work (e.g., Mother’s Day, MEA and Halloween, Spring break, Easter, etc.). The program has not been effective when based upon just the Summer period, and, therefore, Children’s desires to reconfigure the program in a way that would reward nurses who agree to not take time-off during these other periods that are in high demand for time-off requests, while allowing more nurses to take-off work at these times.

8. Summer deferral bonus. Replace Article 9(a)(4) of the Minneapolis contract and Article 8(a)(4) of the St. Paul contract with the following language.

(4) Time Off Deferral Bonus
The Employer shall have the option to offer nurses the ability to not make a request to take time off during identified pay periods in the subsequent year in exchange for a monetary bonus, provided that the nurse meets all of the required conditions. In determining the identified pay periods, the Hospital will consider setting dates that included high flex time requests from nurses historically. In the event that the Employer determines to make this offer to the nurses for the immediately following year, it will, by September 30, advise the nurses of this offer, and the notice to the nurses shall identify the pay periods during the subsequent year during which they will be required to not make a request to have time off. The maximum number of included pay periods shall be seven (7). The following conditions shall apply. The program exists to assure that nurses are providing patient care in order to receive the monetary bonus, and to allow for other nurses to be granted time off.

(a) The nurse must declare by October 31 that they will not make a request to take time off during any of the identified pay periods in the subsequent
year, and state that they understand that taking time off or missing work
during any of these pay periods will disqualify them from receiving the payment.

(b) The nurse may utilize flex time during the identified pay periods in lieu
of an HR LOA and/or a mandatory LOA.

(c) The nurse may not give away shifts during any of the identified pay
periods, or they will forfeit the bonus.

(d) In order to qualify for the monetary bonus, the nurse must work all of
their scheduled or normal work hours for all seven full pay periods. A
nurse who is absent from work or misses work for any reason during any
of the identified pay periods, whether paid or unpaid, and regardless of
the reason for or type of absence or form of leave, will forfeit the bonus.

(e) 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.

(f) The monetary bonus is only paid if the nurse participates and meets all
requirements for the program for the entire year. The monetary bonus
will be paid to qualifying nurses in January of year following the year
during which the nurse met all eligibility requirements.

The references to the summer deferral bonus shall be deleted from the list of Dates on page 2
of each contract.

Children’s proposes to update the contract language to include a cap (or maximum balance) on the
amount of total flex time that a nurse can accrue and maintain in their flex time bank. If a nurse reaches
that maximum balance, then the nurse does not accrue any additional flex time hours until the nurse
uses some of the flex time in the nurse’s bank. The purpose of flex time is for a nurse to take paid time
off work in order to take vacation, participate in activities or events with friends and family, be able to
devote time to personal interests and pursuits, rejuvenate away from work, etc. Children’s believes
that taking opportunities to focus on wellness through such activities is important for nurses to be their
best at home and at work. A maximum balance on flex time accrual is a means to encourage nurses to
use the flex time that they have earned, and thereby promote the entire purpose for having flex time as
a benefit.

9. **Flex time maximum balance.** Add a new Article 9(a)(5) in the Minneapolis contract and a new
Article 8(a)(5) in the St. Paul contract as follows.

(5) **Flex Time Bank Maximum Balance**

There shall be a maximum Flex Time Balance as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Maximum Flex Time Balance at Any Given Time</th>
</tr>
</thead>
</table>

11 of 15
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Flex Time Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2022</td>
<td>320 hours</td>
</tr>
<tr>
<td>June 1, 2023</td>
<td>240 hours</td>
</tr>
<tr>
<td>June 1, 2024</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

In the column labelled “Maximum Flex Time Balance at Any Given Time,” this number represents the maximum amount of accrued Flex Time that any nurse may have in their Flex Time bank or account at any given time. For example, effective 6/1/2022, once a nurse has 320 hours in the nurse’s Flex Time bank or account, that nurse may not accrue any additional Flex Time until the nurse reduces their Flex Time balance below 320 hours. At that point the nurse will begin to accrue additional Flex Time until the nurse again reaches the maximum balance. As specified in the table, the maximum balance changes to the number in the right hand column effective on the date identified in the left hand column.

Also, delete the following sentence from Article 9(a)(3) in the Minneapolis contract and Article 8(a)(3) in the St. Paul contract.

There is no maximum balance.

Children’s proposes to add language to the Minneapolis contract, stating that, in the event of an uneven exchange or shift giveaway, the Minneapolis nurse must use flex time. In this way, the Minneapolis nurses would be treated the same as the St. Paul nurses. Minneapolis nurses applied or bid for positions with a set FTE, and it is appropriate to assume and expect that nurses meet their FTE by working scheduled hours or else using the paid benefit time that is made available to them. (Children’s is agreeable to also adding this language to the St. Paul contract as a matter of contract clean-up, as this matches the St. Paul practice.)

10. Uneven exchanges and shift giveaways. Add language to the Minneapolis contract as a new Article 16(c).

(c) In the event of an uneven exchange or shift giveaway, the nurse shall be required to use flex time for the applicable number of hours given away or missed.

For purposes of clarification only, Children’s proposes to remove the outdated and unenforceable language suggesting that some other employer, which is independent from Children’s and negotiates with MNA separately, is somehow supposed to offer Children’s nurses a position if they are affected by a layoff.

11. Other contracting hospitals language. For purposes of clarification only, delete Article 15(e) from the Minneapolis contract and Article 26(e) from the St. Paul contract.

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

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

For purposes of clarification only, Children’s proposes to modernize the dues check-off language to confirm the historical rule that the Employer’ obligation to deduct union dues and fees, and forward those funds to the Union, automatically ceases at the expiration of the collective bargaining agreement, without the Hospital needing to run through any additional procedural hoops.

12. **Payroll dues deduction.** For purposes of clarification only, replace the existing provision with the following language.

For the period from the execution of this Agreement through May 31, 2025, the Hospital agrees to deduct union dues, consisting of standard initiation fees and standard monthly dues, or the representation and service fee, from the wages of nurses in the bargaining unit who voluntarily provide the Hospital with a written authorization which shall not be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. The Hospital’s obligation to continue to deduct union dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate as of June 1, 2025, unless the Association and the Hospital mutually agree in writing to continue the current collective bargaining agreement beyond that date, in which case the Hospital’s obligation to deduct union dues and fees will continue until the termination or expiration of the contract extension. Deductions shall be based upon the amount certified as correct from time to time by the Association. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the month following the actual withholding, together with a record of the amount and notice for whom deductions have been made. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

Children’s proposes to update the language in the Appendix on Recognized Certification Programs to reflect that nurses should continue to have access to these incentive bonuses during the term of the new contract.

13. **Appendix B – Recognized Certification Programs.** With regard to this appendix in both contracts, as a matter of clean-up, delete paragraphs (3) and (4). In addition, revise paragraphs (1) and (2) as follows.
Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications. Effective June 1, 2022, the recognized professional nursing certifications are those certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.

In addition, for the period of 6/1/19 through 5/31/22 and 6/1/22 through 5/31/25 collective bargaining agreement, the following certifications shall be deemed as recognized certifications even if they are not included in the list referenced above.

- 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

As a matter of contract clean-up, Children’s proposes that the 2007 Letter of Understanding (LOU) on Floating should not be appended to the new contract. The work contemplated by this LOU has been performed and completed by SAC (the Staffing Advisory Committee), making the continued inclusion of this LOU unnecessary.

14. **LOU on Floating**. Minneapolis LOU IX and St. Paul LOU XI from 2007 shall not be appended to the new collective bargaining agreement.

Children’s proposes to remove from the LOU on Clinical Educators the job description language, as it is atypical and unnecessary to include such language in a labor agreement, especially inasmuch as the role can be updated as needed through other processes, including through System Labor-Management Committee.

15. **LOU on Clinical Educators**. In Minneapolis LOU VIII and St. Paul LOU X, delete the introductory paragraph and paragraphs (A) through (E). Delete the paragraph (F) header. Update the introduction and the language so that the entire LOU provides as follows.

The Hospital and the Association hereby agree as follows.

(F) The number of **CEs**, Clinical Educators (CEs), will vary from unit to unit depending on needs. The goal is that, on average, a minimum of half of the
appointed FTE will be spent in clinical practice which includes follow-up with orientees, preceptors and staff; assisting staff on the unit; staff RN work; staff development; and other activities where the CE is present on the unit demonstrating clinical expertise.

Further refinement of the CE role and responsibilities was done and agreement was reached during the 2004 contract negotiations on the following points:

1. The Hospital will orient, assess, and develop the teaching skills of all current and new CEs, and will develop and maintain a standardized orientation to the role.

2. An annual education plan for CEs will be developed and implemented by care community, with the process being led by the patient care director.

3. Each CE will have identified clerical support.

4. Up to 50% office time will be reflected in the CE base schedule.

5. In recognition of the contribution of the role, the CE will not have to float.

6. In collaboration with the patient care manager, the CE will have the ability to adjust her/his schedule to meet the needs of the role.

7. In collaboration with the patient care manager, the CE will have a flexible weekend commitment.

Children’s proposes such other changes to the contract as are necessary to conform the contract to the above proposals.

Children’s reserves the right to remove, modify, or add proposals, etc., during the negotiations with the aim of reaching a contract settlement.