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(2004)**

K#: **7882**

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Local: **N/A**

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2004 - 2007

CONTRACT AGREEMENT

between

**NORTH MEMORIAL HEALTH CARE
Robbinsdale, MN**

and

MINNESOTA NURSES ASSOCIATION

June 1, 2004 - May 31, 2007

116 pages

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FOREWORD

This Contract Agreement contains terms and conditions of employment which have been developed by the Minnesota Nurses Association, representing the professional nurses, and by North Memorial Health Care. It will answer many of your questions concerning your conditions of employment.

You will note that the following Agreement contains provisions for leave of absence, cost reimbursement, and increased salary recognition for education in nursing-related subjects beyond the basic nursing programs. These incentives are intended to encourage you to continue your professional interest and education in nursing. Your attention is directed to the section relating to Association Security. This generally provides that members of the Minnesota Nurses Association will retain their membership in MNA, and that nurses employed on or after July 22, 1974, will either join and maintain membership in the Minnesota Nurses Association or pay a service fee as a condition of employment. A system for voluntary payroll deduction of such dues and fees is also provided.

This Contract also provides for several Joint Committees between the Minnesota Nurses Association and the Hospital. These Committees are to consider nursing care delivery, staffing and scheduling, and health and safety. In addition, Action Plans agreed upon during the negotiations reflect a joint commitment to address other issues of mutual concern. It is hoped these activities will make possible a broad basis of participation by the staff nurses and assistant head nurses.

The Twin City Hospitals / Minnesota Nurses Association Pension Plan is negotiated between the Minnesota Nurses Association and the participating Hospitals. The Pension Plan is funded by the Hospitals without nurse contributions. The instruments for the Pension are kept for your inspection at each Hospital and at the Minnesota Nurses Association office. Also, a descriptive brochure is available for every nurse.

North Memorial Health Care and the Minnesota Nurses Association have a common goal of offering continuously better hospital and nursing care to the public. As a professional nurse, we know you will cooperate in achieving this goal. If we can be of help to you, feel free to ask our assistance.

MINNESOTA NURSES ASSOCIATION AND NORTH MEMORIAL HEALTH CARE

DEFINITIONS

- A. Staff nurse: The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients. Delivery of care is directed toward promotion and restoration of health, prevention of disease, and care of the sick and disabled.

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

- B. Unit Shift Coordinator (USC) / Assistant Head Nurse (AHN): The term "Unit Shift Coordinator" or "Assistant Head Nurse" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering, and evaluating nursing care given on a unit. Duties include, but are not limited to, serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development, and providing direct patient care.

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

The term "RN" will be used throughout this Contract Agreement referring to all bargaining unit nurses.

- D. Employer: The term "Employer" will be used throughout this Contract Agreement referring to North Memorial Health Care.

- E. Full-time: The term "full-time" applies to a nurse working or employed by the Hospital to work eighty (80) hours in a two-week period.

- F. Part-time: The term "part-time" applies to any nurse employed by the Hospital to work, and working fewer than eighty (80) hours in a two-week payroll period.

1. Regularly Scheduled Part-Time: The term "regularly scheduled part-time" applies to any part-time nurse employed by the Hospital to work on a continuing basis a usual specified number of scheduled hours per payroll period.

2. Casual Part-Time (CPT): The term "casual part-time" (CPT) applies to part-time nurses employed by the Hospital who supplement its full-time and regularly scheduled part-time staff as needed and required.

3. Per Diem: A regularly scheduled part-time RN paid at a higher rate of pay in lieu of benefits.

- G. Alternative Weekend (Baylor): Regularly scheduled RN who works every weekend at a higher rate of pay.

THIS AGREEMENT is made and entered into by and between North Memorial Health Care and the Minnesota Nurses Association.

1. RECOGNITION:

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses, unit shift coordinators, and assistant head nurses employed in the Hospital. Orientation to the Contract Agreement between the Minnesota Nurses Association and North Memorial Health Care shall be provided by the Minnesota Nurses Association only.

2. ASSOCIATION SECURITY:

A. Payroll Dues Deduction:

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

B. Association Master List:

Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, classification, average number of hours being worked, 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, classification, average number of hours being worked, 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 the Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative designated by the 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:

<p>Notification to Newly Employed Nurse</p> <p>I understand there is a Contract Agreement between this Hospital and the 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 the Minnesota Nurses Association, she or he must pay a service fee to the Minnesota Nurses Association as a condition of employment.</p> <p>_____</p> <p style="text-align: center;">Hospital</p> <p>_____</p> <p style="text-align: center;">Minnesota Nurses Association</p> <p>I acknowledge receipt of this notification, a Contract Agreement, and a dues and fees deduction authorization form.</p> <p>_____</p> <p style="text-align: center;">Signature of nurse</p> <p>_____</p> <p style="text-align: center;">Date</p>
--

F. Representation Fee:

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

Each nurse has 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 this Contract Agreement.

I. Application and Administration of Association Security:

In the application and administration of this Section, 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.

3. **ASSOCIATION COMMUNICATION AND CHAIRPERSONS:**

A. **Bulletin Boards:**

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

B. **Chairperson Voice Mail:**

Each Hospital will provide the elected Minnesota Nurses Association bargaining unit chairperson with a telephone voice mail number at the Hospital to facilitate communication between the chairpersons and Minnesota Nurses Association members.

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

Each bargaining unit chairperson will be provided a reasonable amount of paid time to carry out bargaining unit responsibilities including, but not limited to, preparing for and participating in joint labor-management committees and activities, Contract administration, and assisting bargaining unit members to resolve work-related issues. The amount and scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and the Hospital.

4. **NO STRIKES – NO LOCKOUTS:**

There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement **unless the Pension Agreement has been opened in accordance with the terms of the Pension Agreement relating to the Twin City Hospitals - Minnesota Nurses Association Pension Plan. In that case, and solely for the life of this collective bargaining agreement, there will be the limited right to strike only on issues arising out of the Pension reopening. Except as noted above for the right to strike on issues arising out of the opening of the Pension Agreement,** the prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions (Article 42) of this contract.

5. **ORIENTATION TO NORTH MEMORIAL HEALTH CARE:**

A. **Orientation for New and Transferred RNs:**

The Employer and the Association agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred registered nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be specified in writing and individualized based on the nurse's learning needs assessment, experience, and unit-specific competencies and position requirements. To that end, the following shall apply:

1. Length of orientation shall be based on the nurse's experience and specific competencies.
2. Whenever feasible, orientation shall be conducted by the same person(s).
3. Determination of how an orientee's patient care assignment is counted toward staffing needs of a unit shall be based on the orientee's demonstration of specified competencies. Determination of how the preceptor is counted toward staffing needs shall be based on the orientee's demonstration of specified competencies.
4. A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for the charge nurse position.

B. Transfers and Hours Reductions after Orientation:

1. **Succeed/Ace/New Grad RN:**
In order to provide a smooth transition from the novice RN to the experienced RN during the orientation and mentoring process, the MNA and the Employer recognize the need to provide a stable and supportive work environment for the RN.

The RN will be hired at .8, .9, or full-time at either eight- or 12-hour shifts, dependent on unit needs. The work agreement will not be reduced below .8 for the first year after orientation.

The manager will state the above during the hiring process. Human Resources will verify this in the new hire letter and the work agreement.

The RN agrees to stay on the unit for one year after completion of orientation before transferring to another unit unless mutually agreed upon by the RN and the manager.

2. **Experienced RNs:**
The experienced RN will stay on the unit for six (6) months after completion of orientation.
3. **RNs in Performance Improvement Process:**
If an RN requests to transfer to another unit and is in the Performance Improvement Process (see Article 39, "Discipline – Performance Improvement Process") at the written warning level within the past twelve (12) months, she or he will be required to stay on the new unit for one (1) calendar year (including orientation time). Prior to the transfer, a meeting will be held with the current and future managers, the RN, and a MNA co-chair to ensure mutual understanding of the performance improvement plan.
4. **Exceptions to Transfers**
The managers (transfer/receiving) can review the individual staff and unit needs and make a decision to allow a transfer prior to the designated

time. If the staff and manager are unable to resolve this issue, they will be referred to the Joint Staffing Committee (JSC) for resolution.

6. CONFIRMATION OF WORK AGREEMENT:

The Employer shall provide the nurse with written confirmation of the nurse's work agreement. This confirmation shall include her or his salary and increment level, including the credit assigned for such prior work experience, the number of hours per payroll period for which the nurse is being employed, shift rotation and shift length to which the nurse will be assigned, the unit assigned to, the weekend rotation (rotation of the unit, if the weekend rotation is not every other weekend), and the on-call requirements for those units that have mandatory call. This confirmed work agreement shall not be changed without consent of the nurse.

RNs will receive the applicable differentials from date of hire.

In order to provide greater ability to grant summer vacations, regularly scheduled RNs may not reduce their hours between April 15 and September 15.

7. SALARY:

A. Salary and Increments:

The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) to become effective June 1, 2004, June 1, 2005, and June 1, 2006, shall be shown on the attached Salary Charts.

B. Recognition of Prior Experience:

Upon the employment by the Employer of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Employer will review and evaluate the experience and qualifications of such nurse and assign such credit as the Employer deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse relating to salary, this credit will be considered as the equivalent of employment in the Hospital.

C. Recognition of LPN or Other Non-RN Experience:

A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at the same Hospital or a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital. Seniority for purposes

of low-need days and layoff shall begin to accrue as of the date the employee commences employment as a registered nurse.

D. Relieving a Nurse Manager:

When a staff nurse performs the duties of a Nurse Manager, she or he shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift of work consisting of at least eight (8) hours of work.

E. Unit Shift Coordinator (USC):

When a staff nurse accepts the position of USC, the nurse will be paid an additional **two dollars and fifty cents (\$2.50)** per hour for all compensated hours.

F. Charge Differential:

A nurse recognized by the Employer to be acting in an authorized charge capacity on any shift of work for at least four (4) hours shall be paid an additional **two dollars (\$2.00)** per hour for all hours worked in that capacity.

G. Precepting Differential:

RNs who are precepting will receive an additional **two dollars (\$2.00)** an hour for all hours precepting.

H. Application of Salary Minimums:

In no case will a nurse be employed at a salary lower than the minimums set forth in this Agreement, except in an extraordinary case in which such employment is agreed to by the Employer and the Association. The Employer will notify the Minnesota Nurses Association in any instance in which an ill, injured, or disabled nurse is offered temporary or permanent alternate employment at a lower rate of pay than the nurse received in her or his original position.

I. Length of Service Upon Promotion:

Any nurse who is promoted from one classification to another will be paid the appropriate salary according to the foregoing table for the classification to which she or he has been promoted based upon her or his total length of service in the Hospital and will thereafter receive appropriate length of service increases within the classification to which she or he has been promoted. A reassignment or promotion within the bargaining unit shall not affect the eligibility dates for length of service.

J. Shift Differential:

Nurses rotating to the evening shift shall be paid a shift differential at the rate of one dollar and twenty-five cents (\$1.25) an hour.

Effective June 1, 2004, nurses rotating to the night shift shall be paid a shift differential at the rate of two dollars (\$2.00) per hour.

Effective June 1, 2004, nurses who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) an hour. Effective June 1, 2005, nurses who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) an hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid a shift differential of four dollars (\$4) per hour.

Nurses who work twelve (12) consecutive weeks of evening/night rotations will receive the straight night differential.

If a nurse **who works a rotating schedule** works greater than 50% nights, she/he will receive the straight night shift differential.

The Employer will notify the Minnesota Nurses Association Chair prior to offering the evening/night rotating position.

No premium will be paid for an eight- (8) hour shift ending at or before 7 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, and other paid leaves provided by this contract for those nurses permanently assigned the evening and night shifts.

K. Straight Night Time-Off Bonus:

In addition to the above, a full-time nurse working a permanent night shift for at least six (6) months shall receive a time off bonus of twenty (20) hours with pay at the end of each six- (6) month period. At the option of the nurse, pay in lieu of time off may be elected. Part-time nurses working a permanent night shift for at least six (6) months shall receive a time off bonus prorated from the above number of hours, or pay in lieu thereof, for each six (6) months of permanent night assignment.

L. Parking for Straight Night Shifts:

The employer will provide parking at no cost to the RN who agrees to work the straight night shift. This applies to all shifts that commence at 7:00 p.m. or later.

M. Reporting Pay:

A nurse who reports to work for a scheduled shift shall be paid for not less than four (4) hours of pay as provided in the section related to low-need and layoff of this Contract Agreement.

N. Pay for Certification:

Upon successfully completing a nationally recognized certification program, a nurse will be reimbursed by the Employer for one application fee to obtain one (1) certification.

Annually on June 1 of each year, the Employer shall pay a bonus of **four hundred dollars (\$400.00)** to any nurse who holds current certification by examination from a recognized and reputable national nursing specialty organization. **Annually on June 1 of each year, the Employer will also pay a bonus to any nurse for each additional certification in areas related to their field of practice.** To receive these bonuses, the nurse shall, prior to June 1, provide to the Employer a copy of certification and shall have exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of certification. All nurses employed on June 1 of each year who are certified will be paid the bonus.

A current list of recognized certifications is available on the North Memorial intranet. The Tuition Reimbursement Committee will oversee this certification list, update it as necessary, and report any changes to the Joint Staffing Committee.

O. Loyalty Bonus:

Effective June 1, 2004, a loyalty bonus based on years of service at North Memorial Health Care will be paid to RNs. The bonus will be paid on the RN's date of hire anniversary. The bonus will be paid as follows:

1.	20 - 24 years	\$1500
2.	25 - 29 years	\$2000
3.	30 - 34 years	\$2500
4.	35 - 39 years	\$3000
5.	40 years and over	\$3500

Non-consecutive years of service in the bargaining unit will be counted as long as there was no break in service from North Memorial. If an RN left employment at North Memorial and returned, total years of bargaining unit service will count if the break was less than one (1) year.

RNs who are receiving a MNA pension and who have continued employment with North Memorial will be eligible for a bonus on their anniversary through combined pre-retirement and post-retirement service.

Any RN who is eligible or becomes eligible by May 31, 2007, will receive the above non-prorated bonus annually for as long as the nurse remains employed in a bargaining unit position at North Memorial. Bonuses will be prorated for CPT RNs. Any RN who becomes eligible for the loyalty bonus on or after June 1, 2007, will receive an annual prorated bonus based on his/her previous six (6) months average authorized hours.

P. Professional Organization Dues Payment:

An RN who holds an officer position in a professional nursing organization will have their annual dues paid by North Memorial for the duration of the officer position. An officer is defined as: President, Vice President, Secretary, Treasurer, and Board Member. The Joint Staffing Committee will determine the process for these payments.

8. SUMMER VACATION SUPPLEMENTAL STAFF (SVSS):

A supplemental staff program will be created to provide for additional staff during the peak vacation months. The program will only operate during May 15 – September 15 unless the parties agree to other periods.

A. Current North Memorial Part-Time and Casual Registered Nurses:

1. Part-time Registered Nurses will be eligible to pick up supplemental staff hours if they are currently meeting their work agreements and if they agree to work above their work agreement for one pay period a month. Seniority and pension benefits will accrue for supplemental hours worked.
2. Casual Registered Nurses will be eligible to pick up supplemental hours after part-time Registered Nurses if they agree to work up to one pay period or ten shifts at the employer's request.
3. Sign-up for hours is on a first come, first served basis for North Memorial Registered Nurses hours posted prior to the final schedule.
4. Positions for SVSS are posted at the vacation sign up period or prior to each set of hours.
5. New hires are temporary staff from May 15 through September 15.
6. SVSS hours will be indicated on posted hours.

B. Registered Nurses Who Agree to Participate in the SVSS Program:

1. will not trade these shifts with another regularly scheduled Registered Nurse.
2. will not give these shifts away to another Registered Nurse.

3. will not be eligible to use accrued sick time if calling in sick for one of these shifts or any other earned benefited time.
4. Any Registered Nurse reducing their current work agreement is not eligible to participate for 90 days.
5. SVSS pay rate will be paid for all hours worked – overtime will not be paid.
6. FTE creep language will not apply.
7. **Effective June 1, 2004**, will be paid at the hourly rate of **thirty-nine (\$39.00)** dollars an hour plus differentials for evening or night shifts as in the section related to Shift Differential. **Effective June 1, 2005**, will be paid at the hourly rate of **forty dollars (\$40)** per hour plus differentials for evening or night shifts as in the Section related to Shift Differential.
8. The holiday rate of pay will be forty (\$40) dollars an hour.
9. Temporary SVSS must become a MNA member after thirty (30) days.

9. CAPACITY BONUS:

A capacity bonus has been developed to meet unexpected staffing crises. This bonus is tied to census and capacity expansion needs in one or more areas.

Examples of when the capacity bonus could be instituted are:

- A. Critical Care – Patients held in ED, PACU overflow
- B. Med-Surg – holding patients in ED, Rehab, CDU
- C. ED – Fast Track kept open, carts in hall
- D. Women's and Children's – Labor and Delivery closed
- E. Procedure areas filled to capacity

A definition of the capacity expansion bonus criteria has been developed for all patient care areas.

Initiation of the Capacity Bonus requires approval by an administrative designee after collaboration between the Charge RNs and the Administrative Manager.

Eligibility for Capacity Expansion Bonus:

- A. The bonus will be paid to the RNs who report to duty when the status is declared, not to those already working.
- B. Any employee who agrees to carry a pager in this instance is not obligated to respond to the Capacity Expansion Bonus. Assignment of a pager does not constitute being on-call. The staff member is not obligated to report.
- C. The pager is paid one-half by the employer and one-half by the employee.
- D. If additional staff members are needed for the current shift, the bonus is paid to the first person who responds and can report to duty within one (1) hour.

- E. The RN must work a minimum of four hours.
- F. The bonus is paid at the RN's double time rate.
- G. The RN will be paid from time of swipe-in.

Pre-planning weekly by management should occur to prevent capacity expansion issues.

This process will be reviewed and managed jointly by the JSC. If other patient care areas develop the need to be included in this bonus, approval can be granted through the JSC.

If an RN works a capacity bonus shift and subsequently in the same pay period calls in sick, the capacity bonus pay will be forfeited unless a medical statement is provided.

10. CORE NEEDS INCENTIVE:

A supplemental staffing incentive program for evenings or nights will be created to provide for projected staffing needs when core staffing needs are unable to be filled. This program will only apply when both parties agree to the need. The trigger for CNI (unit-specific or house-wide) would be:

- A. percent of open shifts from master schedules
- B. unusual number of LOAs
- C. unusual number of pools on one more units
- D. sustained census levels at peak levels

Current North Memorial Part-Time and Casual RNs

- A. Part-time RNs will be eligible to pick up supplemental shifts as long as they are currently meeting their working agreements and if they agree to work one or more shifts above their scheduled hours per pay period. They may not give away a shift during a pay period with a scheduled CNI shift.
- B. Seniority and pension benefits will accrue for the supplemental shifts worked.
- C. The shifts must be prescheduled on the posted hours or added to the hours if unexpected absences have a critical impact on the schedule.
- D. These shifts become part of the RN's confirmed work agreement.
- E. RNs are not eligible for this program for 90 days after they have voluntarily reduced their work agreements.
- F. Sign-up for hours is on a first come, first serve basis for RNs prior to the final schedule. If two or more RNs sign up simultaneously, seniority will prevail. Regularly scheduled RNs will have priority over CPT RNs.
- G. Shifts will be available on weekend shifts, PM, and night shifts.
- H. The prescheduled shift will be four- eight-, or 12-hour shifts depending on the unit's needs.
- I. These hours will be indicated CNI on the posted hours.
- J. Overtime will not be paid. Incentive pay will be paid for all hours scheduled for Core Needs Incentive. If a RN is prescheduled for a CNI shift and then asked

to double, she/he will convert back to their regular rate of overtime pay at the completion of their scheduled CNI shift.

- K. If a call shift is attached to a CNI shift, the regular rate of call will apply.
- L. FTE creep language will not apply.

RNs who agree to participate in this program:

- A. will complete a request form and submit it to their manager/designee.
- B. will be able to use the current Hospital request system for requests.
- C. will not trade these shifts away with another RN without manager/designee approval.
- D. will not give these shifts away to another RN.
- E. will not be eligible to use accrued sick time or any other earned benefited time if calling in sick or absent.
- F. **Effective June 1, 2004, will be paid at the hourly rate of thirty-nine dollars (\$39.00) per hour plus differentials for weekends, evenings, or nights. Effective June 1, 2005, will be paid at the hourly rate of forty dollars (\$40.00) per hour plus differentials for weekends, evenings, or nights.**
- G. will be paid charge pay if the RN works charge.
- H. will float consistent with the current unit guidelines.
- I. will badge the CNI code when working these shifts.
- J. will be eligible for weekend bonus.

Refer to Article 14, Section Q, for the order of cancellation and ability to pick up extra shifts.

CNI or SVSS: The cancellation of a CNI/SVSS RN due to decrease in census or acuity would not trigger mandatory leave of absence language.

Cancellation of CNI will be up to two hours before the scheduled shift.

A CPT RN or regularly scheduled RN who consistently doesn't meet their CNI/SVSS obligation will be ineligible for CNI or SVSS for six (6) months.

11. HOURS:

A. Hours of Work and Overtime:

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular workday will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two- (2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1½) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1½) times her or his regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. Overtime payments shall not be duplicated.

Paid sick leave, holiday, and vacation hours shall be considered as hours of work for overtime purposes.

For a nurse who is employed in a position(s) involving two different hourly rates of pay, the overtime rate of pay for on-duty hours in a bargaining unit position shall not be less than one and one-half (1½) times the nurse's regular rate of pay for on-duty hours in the bargaining unit position.

No nurse shall be disciplined for refusal to work overtime. The Registered Nurse will not be asked to work greater than sixteen (16) consecutive hours. The Registered Nurse will not be able to request to work greater than sixteen (16) consecutive hours except where mandatory call is attached to the work agreement.

B. Non-Traditional Start Times:

Registered Nurses who work on the units with non-traditional start times such as, but not limited to, O.R., Patient Care Center, PACU, Cath Lab, ED, and Radiology, are eligible to be scheduled the same starting time for a block of one (1) or two (2) week(s) at a time. This provision does not apply to any Registered Nurse who agrees to be scheduled different starting times every day.

C. Definition of a Shift:

A day shift shall be defined as any shift that starts before 11:00 a.m. An evening shift shall be defined as any shift that starts at or after 11:00 a.m. A night shift shall be defined as any shift that starts at 7:00 p.m. or after. The 5:00 p.m. – 5:00 a.m. shift in the Criti-Care Department shall be considered a night shift.

12. WEEKENDS:

A. Definition:

Depending on unit needs, the definition of a weekend may include shifts from 7:00 a.m. Friday to 7:00 a.m. Monday. The weekend differential will be paid between Friday at 3:00 p.m. and Monday at 7:00 a.m.

B. Alternate Weekend Schedules:

Alternate weekend schedules of Friday/Saturday, Saturday/Sunday, or Friday/Sunday are an option that may be offered depending on unit staffing need. This option would apply only to those working every other weekend or the alternative weekend plan. These positions would be posted on the unit and granted by seniority on the unit first.

1. The nurse filling the alternate weekend schedule would be paid the weekend differential for any hours considered the weekend; i.e., if their weekend commences at 7:00 a.m. on Friday.
2. The SAC will monitor this option.

C. Weekend Differential:

A nurse shall receive weekend differential pay at the rate of **one dollar and twenty-five cents (\$1.25)** per hour for each hour worked after 3:00 p.m. Friday through 7:00 a.m. Monday. All RNs whose shift extends past 3:30 on Friday will be paid weekend differential from 3:00 p.m.

D. Bonus for Extra Unscheduled Weekend Shifts:

Full-time and regularly scheduled part-time nurses who work an extra unscheduled weekend shift shall be paid an additional **twelve dollars and fifty cents (\$12.50) per hour worked**. This bonus applies to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus shall not be paid if additional shifts are scheduled as a result of nurses voluntarily exchanging hours.

E. Scheduling Options for .9 RNs:

The RN who is scheduled .9 or above working straight evenings or nights may elect to work every third (3rd) weekend or elect to work a permanent block schedule and an extra weekend shift off per four-week schedule.

1. These positions will be granted by seniority to full-time first and then part-time RNs.
2. SAC will periodically review the potential of extending this option to RNs scheduled .8 on the basis of the ability to provide adequate coverage on the weekend.

F. Weekends for Twelve- (12) Hour RNs:

All RNs hired after June 1, 2001, working fewer than sixty (60) hours per pay period and working twelve- (12) hour shifts will be scheduled every other weekend.

1. RNs currently scheduled fewer than sixty (60) hours a pay period as of May 31, 2001, will continue to be scheduled every third (3rd) weekend.
2. If an RN hired before May 31, 2001, working 12-hour shifts and every third weekend changes their work agreement, they will be required to work sixty (60) hours per pay period to be scheduled every third (3rd) weekend.

G. .8 Shift of Choice Weekend Options:

If an RN is eligible for shift of choice (20,800 seniority hours) and scheduled .8 and above, she/he will be eligible for every third (3rd) weekend or no holidays or may elect a permanent block schedule with an extra weekend shift off per four-week schedule. The RN would have the option of changing this option annually on April 15.

H. Twenty (20) Year RNs Weekend Vacations:

RNs with 20 calendar years of service scheduled at .6 or above and scheduled eight- (8) hour shifts and every other weekend will be granted one (1) additional weekend of vacation. This weekend cannot be used during May 15 – September 15.

I. .4 Shift of Choice Weekend Options:

RNs who are eligible for shift of choice and elect to work straight evenings or nights and scheduled 32 hours or more per pay period may elect to be scheduled every third (3rd) weekend or may elect a permanent block schedule with an extra weekend shift off per the four-week schedule or no holidays if scheduled .8 or above.

J. Thirty (30) Year RNs, Age 55, No Weekend Option:

A nurse with thirty (30) calendar years of service at age fifty-five (55) or above will not have a weekend obligation. Non-consecutive years of service in the bargaining unit will be counted provided there was no break in service from North Memorial. The above language will apply except where this would deprive patients of needed nursing service.

K. Additional Weekend Time Off:

When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled workweek 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) workweeks.

L. Sunday Through Thursday Option:

Based on need, a unit may elect to offer full-time RNs working straight nights the option of working Sunday through Thursday. The Employer may post alternative weekend positions to complement these positions.

13. BREAKS:

The parties agree that each unit, as of June 1, 1998, shall establish a plan for Registered Nurses to receive one (1) duty-free (unavailable for patient care) 15-minute break for each four (4) hours worked and an unpaid duty-free thirty- (30) minute meal break for each scheduled eight- (8) hour shift. The meal break will extend the scheduled shift time by one-half (½) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half (½) hour on duty time as provided in the section related to salary. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid break. The plan shall include a definition of a break by management and the Registered Nurses on each unit. In addition, the plan will include what coverage will be made available, including contacting the USC, Manager, and Administrative Manager. The Employer will make every attempt to provide relief for the nurse, but if resources cannot be obtained, the nurse will be compensated for each fifteen- (15) minute break not taken.

14. SCHEDULING:

The general pattern of scheduling will be as follows:

A. Posting of Work Schedules:

Time schedules shall be posted fourteen (14) calendar days in advance of the nurse's scheduled work. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

B. Weekend Scheduling:

Nurses will have alternate weekends off (Saturday and Sunday or Friday and Saturday if mutually agreed upon). (See Article 12, "Weekends," of contract for further clarification.)

The general pattern of scheduling applies to twenty-four (24) hours a day, seven (7) days a week operations. Non-traditional units will have variations specific to patient care needs and patterns identified on the unit.

RNs shall not be scheduled more than three consecutive twelve- (12) hour shifts or five consecutive eight- (8) hour shifts unless the RN requests this schedule accommodation.

C. Rotation:

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

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

D. Turnaround Time:

Normally, there shall be at least twelve (12) hours between assigned shifts (days, evening, or nights).

E. Evening Shift Prior to Weekend Off:

Nurses working a schedule of rotating shifts normally shall not be scheduled to work the evening shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off.

F. Friday Scheduling:

Normally, all Registered Nurses will work two (2) Fridays in a 28-day schedule, but in cases of need, may be required to temporarily work more.

G. Pattern of Scheduling:

Normally, Registered Nurses will not be scheduled in an every other day pattern.

H. Scheduling Method Options:

The Registered Nurses on a particular unit may agree to a request-based system for scheduling, a **self-scheduling system**, and/or a block system. Regardless of the scheduling method, final schedules must match the unit's master scheduling plan.

I. 28-Day Schedules:

Eligible Registered Nurses will equally distribute shifts and shift rotations and weekends in a 28-day schedule. Preference in scheduling will go to:

1. approved medical leaves
2. Registered Nurses pursuing nursing degrees
3. approved vacations
4. C days and orientation

J. Straight Night Sunday through Thursday Option:

Based on need, a unit may elect to offer full-time RNs working straight nights the option of working Sunday through Thursday. The employer may post alternative weekend positions to complement these positions.

K. Criteria for Modified Block Schedules:

1. If a unit decides to use blocks, the staff will request block schedules. The block will be posted and granted to the most senior full-time person

or the most senior full-time straight shift RN. In all cases, the granting of blocks will be senior full-time over senior part-time.

2. The unit will need to start with no more than 30% on a block. The unit may evaluate further additions on a block. The unit may create further blocks once the initial group of blocks is stabilized.
3. The only requests for Registered Nurses who are granted blocks will be for vacations, holidays, and leaves of absence. If a holiday falls on a scheduled shift in the nurse's block, the nurse will work the holiday unless that Registered Nurse is exempt from any holiday obligation.
4. If block schedules need to be adjusted, volunteers will be requested and, if there are none, the least senior nurse on the block will be required to change their block.
5. If a Registered Nurse on a block needs to change their block and the change cannot be accommodated through a trade or help from the scheduler, the Registered Nurse, with six (6) weeks' notice, will relinquish the block.
6. The blocks will be re-evaluated with significant position changes or at least annually.
7. Registered Nurses who are not on blocks will have a request-based system for scheduling.
8. **Units will be staffed according to the current system of determining staffing and adjusted based on Charge Nurse judgment as needed.**

L. Criteria for Request-Based Scheduling:

1. Each Registered Nurse may have either three requests per schedule or one request for the same day of the week or specific shift on day of each week per schedule.
2. Requests are granted using the following criteria:
 - a. Attempts will be made by the Employer to grant all requests that fall within the overall guidelines.
 - b. If all requests cannot be granted, the manager/designee will review options and contact the Registered Nurse prior to the posting of hours.
 - c. If a request for Friday evening off can be granted, requests by straight evening staff will be given preference over rotating staff. This does not mean that every request will be granted or that the nurse will not meet their obligation for at least two (2) Fridays a month.

The Minnesota Nurses Association/North Memorial Staffing Advisory Committee will have decision-making authority regarding the scheduling criteria.

M. Criteria for Team Scheduling:

1. **A unit deciding to do team scheduling will gather information about their master staffing plan, including the number of charge nurses and nurses with special skills needed each shift, and the percent of rotations that will be required for evening and night rotators.**
2. **The percent of rotations will vary with the number of straight evening and night staff and with vacations.**
3. **The following decisions need to be made prior to the beginning of the sign-up process:**
 - a. **Timeframes for signing up**
 - b. **Job classifications to be included**
 - c. **Order of sign up**
4. **A process needs to be determined to oversee the logistics of producing a schedule that meets the contract and NMMC policy requirements. This process includes method of conflict resolution and roles of any staff involved in oversight (unit staff member or committee, staffing office, nurse manager).**
5. **Once decisions are made, unit-specific team scheduling guidelines are created and made available on the unit.**
6. **SAC will approve any additional guidelines which will be available through the NMMC staffing office.**

N. Split Shifts:

The Employer agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Employer.

O. Operations of Units Less Than 24 Hours:

A nurse shall not be required to work a shift of less than eight (8) hours unless her or his assigned unit or service is in operation less than twenty-four (24) hours a day. Assigned shifts of less than eight (8) hours may be utilized on such units if a nurse voluntarily agrees to such shifts or, in the absence of volunteers, no reasonable alternative exists to provide needed nursing care. If no nurse agrees to a shift of less than eight (8) hours and no reasonable alternative exists, the short shift on such a unit will be assigned to the least senior nurse on the unit or service. Agreement by a nurse with the Employer to work shifts of less than eight (8) hours shall be made and revoked in a manner consistent with the section related to flexible work scheduling.

P. Call In to Work When Not Scheduled:

A nurse who is called to work an unscheduled shift and who is called not later than one-half (½) hour after the commencement of that shift shall be paid for the entire shift if she or he arrives within a period of time objectively determined to be reasonable.

Q. Order of Cancellation:

The order of cancellation for scheduled shifts related to unexpected decrease in census or acuity will be as follows:

1. Agency/Pool/Travelers
2. Unscheduled Per Diem
3. Unscheduled CPT
4. Scheduled CPT
5. CNI/SVSS

The above RNs shall be given a minimum of a two- (2) hour advance notice of cancellation for any shift of work for which the nurse has agreed to work. Cancellation of any of the above shifts will not trigger the low-needs language.

15. EXTRA SHIFTS:

A. Definitions (Staffing):

1. Available: Have notified Staffing Office and unit of desire to work on a specific shift. Registered Nurses who do not work through the Staffing Office will notify manager/designee of their availability to work.
2. Standby Status: Standby is the probable need to work a double shift on short notice. The shift is considered confirmed thirty (30) minutes before the start of the shift. The nurse will be guaranteed four (4) hours of work at time and one-half (1½) following an eight - (8) hour shift or double time following a twelve- (12) hour shift.
3. Confirmed:
 - a. A CPT may be canceled with two (2) hours' notice.
 - b. Scheduled staff (extra straight time, overtime, double time). The shift becomes part of scheduled hours for the pay period (both sides obligated); e.g., guaranteed four (4) hours work; generally don't confirm shifts unless specific need is known.
 - c. Extra straight time: Confirm when need discovered.
 - d. Extra overtime: To fill a specific staffing need.
 - e. Double time: Stand-by.

B. Order of Eligibility for Extra Shifts:

Extra shifts will be granted in the following order:

1. Regularly scheduled non-overtime RNs
2. CPT non-overtime
3. Overtime shifts
4. Per diem
5. Agency

C. Order of Cancellation:

The order of cancellation for scheduled shifts related to unexpected decrease in census or acuity will be as follows:

1. Agency/Pool/Travelers
2. Unscheduled Per Diem
3. Unscheduled CPT
4. Scheduled CPT
5. CNI/SVSS

The above RNs shall be given a minimum of a two- (2) hour advance notice of cancellation for any shift of work for which the nurse has agreed to work. Cancellation of any of the above shifts will not trigger the low-needs language.

D. Availability to Work Extra Shift:

The employer agrees to develop a system that allows nurses to indicate whether or not they are available to be contacted for extra shifts. North Memorial Health Care has agreed to contact only those nurses in time of increased staffing needs.

E. Requested Additional Hours:

A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to the posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime and non-weekend-bonus work shifts before such shifts are offered to casual part-time nurses. For nurses working fewer than sixty-four (64) hours per payroll period, the extra shift(s) shall, with four (4) hours notice to the nurse, be canceled prior to the implementation of the layoff language, but such canceled shift shall be counted as part of the twenty-four (24) low-need hours.

F. Exceptions to the General Pattern of Scheduling:

Exceptions to the general pattern of scheduling may be made by agreement between the Employer 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.

16. PATIENT FLOW CONTROL METHOD:

A. Evaluation of Resources:

The charge nurse, in collaboration with unit staff, will evaluate the following factors to assess and determine adequacy of resources to meet patient care needs:

1. Staffing grids and resources available
2. Patient acuity
3. Experience level of RN staff
4. Skill mix
5. Unit activity level (admissions, discharges, transfers)

B. Collaborative Assessment of Resource Reallocation:

If resources are inadequate, the charge nurse will notify the Manager / Administrative Designee as soon as the potential need to close the unit is known; in any case, prior to the time an admission presents. The Charge Nurse and Manager / Administrative Designee will consider the following:

1. Ability to redistribute current assignments
2. Ability to facilitate admissions, discharges, and transfers on the affected unit
3. Consultation with charge nurses in the other units in their clinical cluster (and other clinical clusters as appropriate)
4. Consultation with the ED charge nurse
5. Notification of available medical staff for assistance in facilitating transfers and determining if there are issues related to #4.
6. Availability of additional resources (including calling capacity bonus)

C. Temporary Unit Closure / Reopening:

If the issue cannot be resolved between the charge nurse and Manager / Administrative designee and resources cannot be reallocated, then the unit will be closed to admissions for a designated time period. Specific criteria for opening the unit will be agreed on between the charge nurse and the Manager / Administrative designee. If no agreement can be reached, the administrator on-call will be consulted to hear both sides and attempt to negotiate an agreement.

D. Required Admissions:

However, it is recognized that certain situations such as community emergencies, EMTALA, or other legally-required admissions and situations that would jeopardize the safety of the patient may require a unit to admit a patient. In those situations, the charge nurse will continue to work with key decision makers to explore alternative solutions.

E. Implementation:

This provision will be instituted August 15, 2004. Prior to that date, the JSC will collaborate with education to develop and present a competency to be given for all charge nurses, Administrative Managers, and Administrative Designees.

F. Unit Closure Review:

Each unit closing will be debriefed jointly by staff involved, unit leadership, and the MNA using a root cause analysis method to look at systems. The JSC will review trends and develop methods to address them.

17. TEMPORARY NURSES:

The parties agree that full- and part-time registered nursing staff employed by the Employer are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost, and to provide the necessary balance in assignment of shifts. It is understood that Employer-employed full- and part-time float nurses are also Hospital nursing staff. The Employer's basic policy shall be to use its registered nursing staff to the exclusion of temporary registered nurses from outside agencies except in unavoidable situations where no other means of providing necessary staffing are available.

Such temporary nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Prior to utilizing a temporary nurse, the Employer shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making any use of a temporary nurse, the Employer shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. These offerings shall be made as soon as any schedule opening is discovered by the Employer and shall be immediately communicated to the qualified Hospital nursing staff by written notice posted on the nursing service central bulletin board and on appropriate station bulletin boards. If the discovery is first made by the Employer less than twenty-four (24) hours before the opening, the Employer shall communicate such offering by telephone calls to the qualified Hospital nursing staff.

No Hospital staff registered nurse will be denied available work because such work would incur overtime premium. A temporary nurse shall be required to have education, prior experience, and adequate advance orientation to the clinical service and station unit in the facility to which assigned to satisfactorily perform as a staff nurse on that station unit.

A temporary nurse shall not be assigned leadership or charge nurse responsibilities but shall be expected to otherwise perform substantially the same functions as Hospital registered nursing staff members.

The Employer shall ensure that there will not be increased assignment of any of its nursing staff to night, evening, holiday, or weekend duty as a result of the use of temporary nurse personnel.

The Employer shall maintain all necessary steps to reduce and minimize reliance on temporary registered nurses from outside agencies. The Employer, upon request of the Association, will furnish information with respect to the number of day, evening, night, holiday, and weekend shifts worked by temporary nurses.

If the Employer, its parent corporation, or affiliated entity establishes or maintains a common float pool with another Contract Hospital or Hospitals to provide registered nurses to work in bargaining unit positions at any of said facilities, such nurses shall be covered in all respects by the terms and provisions of this Contract Agreement. Seniority and the bargaining unit to which such nurses will be attached will be agreed upon by the parties.

18. ROTATION AND SHIFT OF CHOICE (20,800 HOURS):

Nurses with ten (10) or more years of seniority will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. In order to provide greater opportunities for nurses to select a shift of choice, the Employer 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. Schedule Reviews:

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

B. Work Agreements:

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

C. Order of Eligibility:

Eligible nurses in seniority order on the unit will be offered their shift assignment of choice.

D. Unit Plans for Development of Positions:

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

E. Nurse Election of Shift Assignment:

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

F. Election Option:

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

G. Permanent Shift Assignments:

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 the sections related to hours and schedules and posting of hours.

H. 7:00 A.M. Start Times:

Nurses with a current work agreement specifying a 7:00 a.m. starting time shall not have such shift time changed without the consent of the nurse.

I. Rotating Shift of Choice:

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-year nurses on a unit would mean an inability to cover the required shifts.

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

19. FLEXIBLE WORK SCHEDULES:

The Employer and an individual nurse may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following conditions:

A. RN Review of Alternate Work Schedules:

A nurse shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The nurse may limit her or his agreement to specific types of flexible schedules. The Employer shall retain written documentation that a nurse has agreed to a flexible work schedule and the type of flexible schedule to which the nurse has agreed. A nurse electing to work schedules under this section may revoke such election by giving the Employer written notice of at least four (4) weeks prior to the effective date of the Employer's next posted schedule of work hours. Provided, however, that in no event shall more than six (6) weeks' notice of revocation be required.

B. Basic Work Period:

The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in the section related to hours and scheduling. Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double time.

C. Sick Leave Accrual:

Sick leave shall be accrued at a rate proportionate to that specified in the sick leave section for Registered Nurses who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Vacation shall accrue at the rate proportionate to that specified in the vacation section for Registered Nurses not working a flexible schedule and shall be granted in a manner to provide a Registered Nurse an equal amount of calendar time off as provided in the vacation section.

Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.

In no event will the occurrence of a holiday, paid sick leave, or vacation have the effect of diminishing the number of hours normally paid to a nurse in a payroll period.

D. Less Than Eight-Hour Schedules:

The Employer and the individual nurse may agree upon a pattern of work schedule of less than eight (8) hours per day. Nurses who agree to this pattern of shifts of eight (8) hours or less per day shall remain on the 8/80 standard for purposes of overtime. This would mean eligibility for overtime would be after eight hours per day/80 hours per pay period.

The Employer or individual Registered Nurse may agree to less than eight (8) hours per day. Registered Nurses or the Employer will be eligible to revoke this pattern of scheduling with six (6) weeks' notice. If the Registered Nurse's previous FTE is greater or less than the FTE agreed upon with the less than eight- (8) hour pattern, the Registered Nurse will need to wait for a posted position or additional posted FTEs to change their number of hours. The Registered Nurse will be guaranteed a return to an eight- (8) hour shift.

Registered Nurses who agree to work a combination of less than eight (8) hours and greater than eight (8) hours per day shall continue on the forty (40) hour standard for purposes of overtime.

The Employer and the Association agree that hiring into less than eight (8) hour shifts may occur. Should any Registered Nurse request to move to an eight- (8) hour shift, she or he may change their work agreement through a posted position.

E. Alternate Starting Times:

The Employer and the individual nurse may agree on units that currently operate with starting times of 7:00 a.m., 3:00 p.m., and 11:00 p.m. to other starting times. The Registered Nurse and the Employer may elect, with six (6) weeks' notice, to return to standard starting times. The Registered Nurse will retain their previous work agreement.

F. Shift Differential:

Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 pm.

G. Periodic Review:

The Employer and the Minnesota Nurses Association shall meet periodically during the term of this Agreement to review and discuss and consider the effect of flexible schedules.

H. Non-Discrimination:

There shall be no discrimination by the Employer against any nurse because she or he declines to volunteer for flexible work schedules or because she or he revokes a prior election in the manner herein provided. In establishing a flexible

schedule, the Employer will avoid any disruptive impact or alterations in scheduling of hours, shifts, holidays, vacation, or weekends for a nurse who is not on a flexible schedule, it being the intention of this section that flexible schedules are to be a supplement and not a replacement for the basic 80 and 8 patterns.

I. 40-Hour Workweek:

A nurse who is hired to work seventy-two (72) hours a pay period and is scheduled twelve- (12) hour shifts will be eligible to increase through posted positions to full time on their unit. A nurse would have the opportunity to fill posted positions by working a combination of twelve- (12) hour and four- (4) hour shifts. The nurse would remain on a forty- (40) hour workweek.

20. ALTERNATIVE WEEKEND SCHEDULES / BAYLOR:

The Employer may establish flexible scheduling plans providing work schedules of two twelve- (12) hour or three eight- (8) hour shifts per weekend. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for available alternative weekend schedules. Plans established under this section shall be subject to the following conditions:

A. Flex Work Scheduling Applicability:

Unless otherwise expressly modified by this section, the provisions regarding Flexible Work Schedules shall be fully applicable to the Alternative Weekend Schedules.

B. Definition of Weekend:

Alternative weekend schedules developed under this program shall be within the seventy-two (72) consecutive hour period between 7:00 a.m. Friday and 7:00 a.m. Monday.

C. Scheduling:

A nurse electing this program will be scheduled to work two twelve- (12) hour or three eight- (8) hour shifts during the seventy-two (72) hour period on every weekend. The nurse will receive thirty-six (36) hours of pay at the nurse's regular rate of pay for these twenty-four (24) hours of work.

D. Benefit Hours Calculation:

A nurse working two (2) twelve- (12) hour or three (3) eight- (8) hour shifts on an alternative weekend schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually provided benefits, including pension and seniority. A nurse will receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work.

E. Voluntary Low-Need Days:

A nurse on an alternative weekend schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled twelve- (12) or eight- (8) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and will be given one and one-half (1½) hours credit toward benefits for all hours lost.

F. Vacation and Sick Leave Use:

Vacation and sick leave used shall be paid and deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive eighteen (18) hours of pay for each twelve-(12) hour weekend shift taken as vacation or sick leave; i.e., a nurse must use 18 hours of vacation or sick time to be paid for 18 hours of benefit time. A nurse will, therefore, receive twelve (12) hours of pay for each eight- (8) hour weekend shift taken as vacation or sick leave; i.e., a nurse must use twelve (12) hours of vacation or sick time to be paid for 12 hours of benefit time.

G. Holidays:

A nurse electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.

H. Holiday Pay:

Holiday pay shall be based on the number of hours regularly scheduled under the alternative weekend program; i.e., 18 hours of holiday pay for 12 hours worked or 12 hours of holiday pay for eight hours worked.

I. Weekend Bonus / Premium:

The section relating to the weekend bonus and the section relating to the weekend premium shall not apply to the two (2) twelve- (12) hour shifts or the three (3) eight- (8) hour shifts for which a nurse is normally scheduled but will apply to any additional weekend shifts a nurse agrees to work.

J. Night Differential:

The night differential applies to shifts that start at 7:00 p.m.

K. Workweek Definition:

The basic workweek for nurses on the alternative weekend program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (32) hours of

work for each twenty-four (24) hours worked under this alternative weekend program. Further, a nurse working in excess of her or his scheduled workday shall be paid time and one-half (1½) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the double (2) time rate.

L. Night Shift Election:

Nurses on the alternative weekend program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve- (12) hour shifts on weekends under this program or other schedules including twelve- (12) hour shifts on a weekend developed in accordance with the Flexible Work Schedule.

M. Revocation of Alternate Weekend Schedules:

A nurse may revoke her or his consent to an alternative weekend schedule by giving a four- (4) week written notice. The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the alternative weekend program.

The Employer shall likewise give a nurse notice of equal length in the event the alternative weekend program was discontinued. If this occurs, the nurse shall be offered vacant or new Registered Nurse positions within the Hospital which have an equal number of hours per payroll period as the nurse had prior to electing the alternative weekend program for which the nurse is reasonably qualified. If the program is discontinued at the conclusion of a pilot or trial period of specified length not to exceed six (6) months, the nurse shall be returned to the position she or he held prior to the pilot period.

N. Shift Trades:

A nurse participating in this alternative weekend program may, with Employer approval, trade hours with a nurse who is not on an alternative weekend schedule. Each nurse involved in the trade will be paid at that nurse's regular rate of pay, excluding the alternative weekend schedule premium and in accordance with that nurse's standard for overtime eligibility. A nurse on an alternative weekend schedule who trades hours with another nurse who is scheduled to work a twelve- (12) or an eight- (8) hour shift between 7:00 a.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this section.

Any nurse who agrees to work a scheduled shift for a nurse on an alternative weekend schedule shall be paid at the rate of pay the nurse would otherwise receive for weekend work.

21. **FLOATING:**

A. **Twenty-Five Year Nurse:**

Any nurse with twenty-five (25) consecutive calendar years of service will not be required to float. If all nurses on a particular shift have twenty-five (25) calendar years of service and floating out of the unit is needed to provide safe patient care, the least senior nurse will be required to float.

B. **Float Unit Bonus:**

Regularly scheduled RNs, upon completion of six (6) months in the Float Unit, will receive a prorated FTE bonus in the amount of five hundred dollars (\$500).

C. **Float Differential:**

A float differential of one dollar (\$1) per hour will be paid to the RN who is required to float off their unit and Float Unit staff.

D. **Scheduling Options:**

The RN who works .8 or above in the Float Unit will be eligible to choose being scheduled for every third (3rd) weekend or a block schedule with one (1) additional weekend shift off per four-week schedule.

E. **Request for Modified Assignment:**

When a nurse is floated to a unit or area where the nurse receives an assignment that she or he feels she or he cannot safely perform independently, the nurse has the right and obligation to request and receive a modified assignment which reflects the nurse's level of competence.

22. **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 seven (7) 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, the required qualifications for the position, and the person to whom to apply. **If the contract procedures are not followed, the position will be reposted for an additional seven (7) days prior to permanently filling the position.**

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. Subject to the foregoing, nurses meeting the required

qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit.

(NOTE: See Article 5, "Orientation to North Memorial Health Care," Section B3, RNs in Performance Improvement Process, for additional information on transfers.)

23. PROMOTIONS, TRANSFERS, AND NEW POSITIONS:

A. Notice of Promotion or Transfer:

The Employer will give a nurse and the Minnesota Nurses Association two (2) weeks' written advance notice of any promotion or transfer out of the bargaining unit. Said written advance notice shall indicate the specifications of the position from which and to which the nurse will be promoted or transferred. Upon request, the Employer will promptly provide the Association with the written position description for either such position.

B. New Non-Executive Position:

The Employer shall give the Association written notice of the establishment of any new non-executive position requiring a registered nurse. Said written notice shall be accompanied by a copy of the position description, whether such description be preliminary or final, and shall be mailed to the Association fourteen (14) days before such position is posted. Said notice will include the Employer's initial determination as to whether such position will be included in the bargaining unit.

Upon request of either party, the Employer and Association representatives will meet to discuss and consider the bargaining unit status of the position in question. Considerations will include, but not be limited to, the relationship of the position to existing bargaining and non-bargaining unit positions and the workability of including the position in the bargaining unit including, but not limited to, compensation, work schedules, and seniority. The Employer and the Association may make such mutual agreements as they deem appropriate which involve terms and conditions of employment related to identified barriers. In arriving at any agreement which would constitute an exception to the then existing seniority provisions of the Contract Agreement, the Minnesota Nurses Association shall establish a process for consultation with the Association leadership of the local facility nurses, and any recommendation by the Minnesota Nurses Association after such consultation will be given due consideration by the Employer in attempting to arrive at an agreement on the seniority matters.

The Employer agrees to provide the Association with any additional relevant available information.

If the parties are unable to agree on including or not including the new position in the Contract, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) in any attempt to resolve the issue. If no agreement is reached as a result of the assistance of FMCS, the unit clarification procedure of the National Labor Relations Board may be used by either party.

C. Notice of New Program or Business Venture:

The Employer, or its parent or affiliate, shall give the Association prompt written notice of any new program or business venture as soon as a decision to initiate the program or venture is made. Such notice shall describe the anticipated registered nurse positions in the new program or venture and the Employer's initial determination as to whether such positions will be included in the bargaining unit.

The Employer, its parent or affiliate, will meet upon request with the Association to explore questions of Association representation. The procedures set forth in the foregoing subsection (B) of this section will be used to process such questions.

D. Inclusion of Other Nurses in Bargaining Unit:

The Employer will meet with the Association upon request to determine the interest associated with including certain groups of nurses in the bargaining unit. If mutual interests exist, the parties will meet at the local level to apply the process described in the foregoing subsection (B) of this section.

24. ON-CALL DUTY:

The units that have required on-call are the Operating Room, Radiology, Air Care, Cath Lab, Endoscopy, PACU, and Home Care and Hospice (Home Health RNs who were hired before on-call was mandatory will not be required to work on-call.) If required on-call duty is not part of a nurse's confirmed work agreement, on-call shall not be newly assigned to any nurse on a unit where required on-call assignments have not been an established practice.

Assignment of a nurse required to work on-call duty beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care. A trigger shall be developed indicating when evaluations by the JSC should take place to determine if the shift should be converted to a regularly scheduled shift.

An RN will not be required to be on-call on a weekend off or regular day off unless they choose to accept call. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends.

The RNs who have a day shift of choice in traditional 24-hour units shall not be required to rotate to a night call shift. Their call rotations will follow their scheduled day shift.

She/he will not be scheduled for a period of less than four (4) hours of on-call duty.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty. That nurse has the option of using her or his accrued sick leave at this time.

A nurse who has attained the age of sixty (60) shall not be required to take on-call duty.

A. Required Off-Premise On-Call Pay:

A nurse shall be paid at the **hourly rate of one hundred and ten percent (110%)** of the federal minimum wage. Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

Off-premise on-call hours shall be counted at the conclusion of each W-2 year at the rate of one-half ($\frac{1}{2}$) of the on-call hours paid.

B. Required On-Premise On-Call Pay:

Nurses who are required to remain on Hospital premises during on-call duty shall be paid at the hourly rate of six dollars and eighty cents (\$6.80) an hour or the federal minimum wage, whichever is greater. Such on-call hours attached to a shift shall be paid at the rate of ten dollars and twenty cents (\$10.20) per hour.

C. Holiday On-Call Pay:

Nurses on-call, either on- or off-premise, on any of the recognized holidays shall receive an additional fifty cents (50¢) per hour above the applicable on-call rates. When an RN is required to report to duty on a holiday, they will be paid at the holiday rate regardless of full- or part-time status.

D. Voluntary Call Off-Premise:

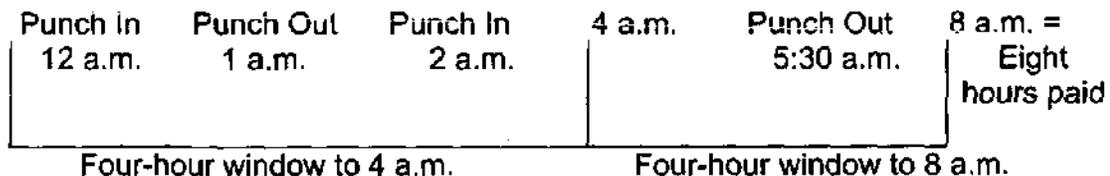
A nurse who works voluntary call at the request of the Employer on units that have no required call will be paid at the **hourly rate of one hundred and ten percent (110%)** of the federal minimum wage.

E. Procedural Areas Call-In Payment Guidelines for Registered Nurses:

1. These provisions apply only to the designated call person. Other staff who work or come in extra are paid according to the applicable sections of the contract.

2. If the designated call person is called to work, they will be paid a minimum of four hours pay at the regular or overtime rate, whichever is applicable.
3. Start time for callback pay is at the point of arrival.
4. If the designated call person is called in again during the original four-hour window of pay and completes their work during the original four hours paid, they will not receive additional pay.
5. If the designated call person is called in again during the original four-hour window and they stay 30 minutes or more beyond the original four hours paid, they will receive an additional four hours of pay as in the following example. The call person who goes into a second four-hour window is expected to stay to complete that case.

Example:



6. It is expected that procedure areas will schedule their last shift and procedure of the day so that call staff will rarely need to stay or be called in to complete a scheduled case.
 - a. If the designated call person stays 30 minutes or more beyond their regularly scheduled shift, they will receive an additional four hours minimum pay as if they had been called back to work. In that case, the four-hour window begins with the end of the shift time.
 - b. If actual time continuously worked with the regularly scheduled shift is 12 hours, additional hours worked during that call period will be paid at double time.
 - c. If the designated call person is called and clocks back in within one hour of the end of the scheduled shift, the time is considered continuous for the purpose of double time accrual.
 - d. Otherwise, call back is not considered continuous with the regular shift for the purposes of double time after 12 hours.
 - e. If the staff that are scheduled at the end of the day recognize that a procedure will extend into the call hours by more than 30 minutes after the call person could arrive, the designated call person will be notified to come in.

7. Call pay will be reduced by the number of hours paid when called in.
8. Any weekend call back shifts of four hours or more continuously worked during the weekend period designated for unscheduled weekend bonus will be paid the bonus.
9. Shift differential, weekend pay, and holiday hours will be paid in accordance with contract language defining those pay practices for all staff.
10. Total pay will not exceed 24 hours for one day.

F. Voluntary Call for Units that Don't Have Required Call:

An RN may choose to accept off-premise voluntary call at the request of the employer. The RN may agree to take call for a specific unit, several units, or the house.

1. At the time the call agreement is made, the units involved and the time frame for the call shift are designated.
2. On-call hours are paid at the standard off-premise call rate per hour.
3. The RN who accepts voluntary call must be readily available to be contacted during the designated call shift.
4. The RN is expected to report to duty within one hour of being called or at the beginning of the call shift if called in prior to the shift starting.
5. Pay will start at clock in. Once clocked in, the RN is expected to stay until the end of the designated shift. The RN is guaranteed a minimum of four hours pay regardless of how late into the shift she or he is called.
6. The RN who has agreed to work call for a specific area and is called to report to duty will not be floated off unless she or he agrees in advance. The call person will not be called in for the purpose of floating another RN off the unit unless the other RN agrees in advance to be floated.

Any Registered Nurse working in a procedural unit (Main OR, Cath Lab, Radiology, or Air Care) that requires mandatory on-call who is assigned at least seven (7) hours of mandatory call per pay period and hired for seventy-two (72) hours per pay period will receive the holiday benefit of nine (9) paid holidays or compensatory time off. The fifteen (15) year full-time holiday benefit would not apply to this group.

25. SLEEPING ACCOMMODATIONS:

The Employer shall provide reasonable sleeping accommodations for nurses who are on-call and nurses who have an assigned shift shortly after completion of on-call

duties. These accommodations may also be available for RNs who are fatigued and don't feel safe driving home (i.e., after working night or overtime shifts).

26. PART-TIME NURSES:

A. Part-Time Increments:

Salary increments as described in the Salary Charts on the basis of credit for one (1) years' service for each two thousand eighty (2080) compensated hours.

B. Transfer Between Part-Time and Full-Time:

A nurse who changes status from full-time to part-time or part-time to full-time will not forfeit earned benefits. In addition, the nurse will retain his/her standing to earn benefits if his/her status qualifies for benefits. A nurse who goes from part-time to full-time will be given credit toward vacation accruals of one (1) year's service for each two thousand eighty (2080) hours worked.

For transfer to Casual Part-Time (CPT), see Article 27.

C. Increase in Part-Time Hours (Creep Language):

A regularly scheduled part-time nurse who, over a six- (6) month period, is consistently scheduled for or consistently works more shifts than the number confirmed or the most recent amendment to that employment understanding shall, upon request of the nurse, have her or his confirmed number of work shifts increased up to the average number of shifts actually worked in the preceding six (6) months. If there are nurses holding recall rights to available hours, confirmation of increased work shifts to a nurse under this provision shall be delayed until qualified nurses holding recall rights to available hours have been offered recall. The above notwithstanding, no nurse shall be regularly scheduled for greater than full-time hours.

D. Application of Other Contract Provisions:

Except as otherwise expressly limited or qualified by this section or another section of this Contract Agreement, a part-time nurse shall be entitled to the benefits of the other sections of this Agreement.

E. Eligibility and Accumulation of Benefits:

For purposes of this contract, compensated hours shall include all hours for which a nurse is paid except off-premises on-call hours. An overtime hour shall be counted as a compensated hour on the basis of one (1) hour per each overtime hour paid.

In addition, compensated hours shall include hours which the section related to leave of absence provides are hours worked or hours for which length of service increments accrue.

27. CASUAL PART-TIME (CPT):

There shall be established and maintained within North Memorial Health Care, a pool of casual part-time nurses to be utilized to supplement the full and regularly scheduled part-time staff. A casual part-time nurse shall be scheduled to work in a manner mutually agreeable between the nurse and the Employer. A casual part-time nurse is not assured the availability of work on a regular continuing basis. Casual part-time nurses may be assigned a unit or may be utilized to float among units.

A. CPT Requirements:

1. A casual part-time nurse is obligated to work for the employer two (2) shifts a month, including weekends and off shifts.
2. Weekend requirements:
 - a. A yearly requirement of eight (8) weekend or six (6) weekend shifts per year between May 15 through September 15.
 - b. The RN will have the right to choose the weekend option that best meets the nurse's needs.
3. Off shift requirements:
 - a. The nurse will have the option to work one (1) off shift per quarter or four (4) per year.

If a non-traditional unit does not have weekend nor off shift needs, the CPT RN would not have to fulfill that part of the requirement.

A shift canceled by the employer counts toward all requirements.

The units will decide rules for CPT RNs - float in turn or always float.

CPT shifts are added to the schedule one (1) week after the hours are posted; i.e., Monday-Monday.

B. CPT Incentives:

For every two hundred (200) hours a CPT RN has worked above the minimum annual CPT requirements, the RN will receive a \$50 gift certificate. When a CPT RN has accumulated four (4) gift certificates and worked 800 hours above the minimum annual requirements, the RN will also receive a day off with pay. The JSC will develop and monitor this process.

C. Retirees:

None of these requirements will apply to North Memorial RN retirees who continue to work as a staff nurse. Retirees will not be required to float.

D. Reduction to CPT:

A regularly scheduled RN reducing to CPT status will receive payout of their accrued vacation time providing they give the employer one (1) months' written notice.

If a nurse transfers to a casual part-time nurse status, she or he shall accrue no additional vacation or sick leave benefits. Such benefits or credited time toward these benefits shall be maintained on the nurse's record and restored to the nurse at the same rate of accrual at such time as she or he transfers back to full-time or regularly scheduled part-time status.

Casual part-time nurses shall receive salary increments as described in the Pay Scale Charts on the basis of one (1) years' service for each two thousand eighty (2080) compensated hours.

A casual part-time 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.

28. PER DIEM:

A limited number of per diem positions will be posted. The number will be dependent on unit needs. All units are not required to post per diem positions.

- A. Per diem RNs will be required to work a minimum of every other weekend. They will be granted four (4) unpaid weekend shifts off per year.
- B. Will be scheduled a maximum of 36 hours per pay period.
- C. May be scheduled eight- or 12-hour shifts.
- D. Per diem hours will be scheduled after the hours are completed but right before posting. The per diem RN will rotate only to the day shift if it doesn't increase off shift rotations for regularly scheduled RNs or if the specific unit core needs could not be filled (i.e., charge).
- E. The per diem RN will be able to pick up above their scheduled shifts at the per diem rate only at the request of the employer. Priority for extra shifts is just above the pool nurse.
- F. Required to work one (1) holiday per year. If the holiday falls on their weekend to work, that holiday will fulfill the holiday commitment. **If additional holidays fall on a per diem nurse's scheduled weekend to work, the per diem nurse may request the holiday off per A above. This will count towards the per diem nurse's four (4) granted weekend shifts off per year.**
- G. Holiday pay is one and one-half (1½) times the per diem rate.
- H. Equal trades within the pay period are acceptable.

- I. They will be paid at the per diem rate of **forty-three dollars (\$43) per hour plus applicable shift differentials.**
- J. **Weekend bonus will apply.**
- K. The per diem capacity pay rate is one and one-half (1½) times the per diem rate.
- L. Overtime will be paid after working 16 hours and after working above a 40-hour workweek.
- M. All hours worked will accrue only toward seniority and pension.
- N. Minimum of two (2) hours advance notice of cancellation for any extra non-scheduled per diem shift.
- O. Per diem rate will be paid after orientation is completed. The base rate of pay for an RN will be paid during orientation.
- P. These RNs are not eligible for dual employment; i.e., regularly scheduled or CPT.
- Q. See cancellation order section of the contract.

The Joint Staffing Committee will review, monitor, and implement changes as agreed to by the committee.

29. HOLIDAYS:

A. Recognized Holidays:

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

B. Holiday Hours:

Holidays, for purpose of pay, will start at 11:00 p.m. the eve of the holiday and end at 11:00 p.m. the night of the holiday, with the exception of the New Years Holiday.

C. Personal Holidays:

Full-time nurses shall be provided with two (2) personal floating holidays each contract year (from June 1 to May 31) at a time mutually agreed upon between each individual nurse and the Employer. Regularly scheduled part-time nurses, as defined in this Agreement, shall be provided with one (1) personal floating holiday per contract year at a time mutually agreed to between each individual nurse and the Employer.

Personal holidays will not be lost if the Employer is unable to schedule the nurse off due to staffing needs and the nurse has requested the holiday off in writing by March 1.

Effective June 1, 2006, all regularly scheduled RNs will receive one (1) additional personal floating holiday per contract year.

D. Full-Time Paid Holidays:

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

If the full-time nurse works on any of the recognized holidays (excluding Christmas Eve, Christmas, and New Years), she or he will be paid in addition to the regular rate of pay for the hours worked. This rate of pay will be one (1) hour of straight pay for each hour worked on the holiday or the nurse will be given one (1) hour of compensatory straight time off within a two- (2) week period before or after said holiday for each hour worked on the holiday. The nurse will choose the method of reimbursement or combination of methods.

1. Holiday on Day Off (Full-Time Nurses):

If a holiday falls on a full-time nurse's day off, she or he will be paid eight (8) hours of straight time pay for the holiday or will be given eight (8) hours of compensatory straight time off within a two- (2) week period before or within a two- (2) week period after said holiday, the nurse to choose the method of reimbursement.

2. Time Off in Lieu of Holiday Pay (Full-Time Nurses):

A full-time nurse electing compensatory straight time off in lieu of holiday pay shall be paid for such compensatory day during the pay period in which the compensatory day off is taken.

3. Holiday During Vacation (Full-Time Nurses):

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

E. Part-Time Holidays:

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

F. Christmas Eve and Christmas Holidays:

1. For purposes of this section, Christmas Eve and Christmas shall be two (2) separate twenty-four (24) hour holidays for purposes of pay and scheduling. These holidays will start at 11:00 p.m. on December 23 and December 24.

2. A full-time nurse who works on Christmas Eve or Christmas shall receive time and one-half (1½) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift.
3. A part-time nurse who works on Christmas Eve or Christmas will be paid, in addition to the regular rate of pay for the hours worked, time and one-half (1½) pay for each hour worked on the holiday.

G. New Year's Holiday:

1. The New Year's Day period begins at 3:00 p.m. on December 31 and ends at 11:00 p.m. on January 1.
2. Part-time nurses who work the holiday period are paid regular pay plus time and one-half (1½) holiday pay for hours worked up to their daily scheduled hours (8, 10, 12) and they are paid regular pay plus one-half (½) time holiday pay on the remaining hours worked within the holiday period.
3. Full-time nurses who work during the holiday period are paid regular pay plus one-half (½) time holiday pay for all hours worked on the holiday plus one shift holiday pay (either scheduled or paid out) equal to the number of hours scheduled on the holiday.

Full-time nurses who do not work the holiday receive a paid day off equal to their regularly scheduled hours for the day.

Back-to-back (double) shifts shall be deemed to be one (1) shift for purposes of this Section.

H. Holiday Scheduling:

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

I. Holiday Work for the 15-Year Nurse:

A full-time nurse who has fifteen (15) calendar years of service shall not be required to work on the holidays specified in the holiday section of this Contract Agreement.

J. Holiday Work for the 20-Year Nurse:

A nurse with twenty (20) calendar years of service and scheduled .6 or above will not be scheduled Christmas Eve or Christmas. If the unit has a majority of 20-year nurses, the holidays will be rotated among the RNs on the unit.

K. Holiday Work for the 25-Year Nurse:

A nurse with twenty-five (25) calendar years of service and at .6 or above shall not be required to work on the holidays specified in the holiday section of the contract.

L. Holiday Work for the 30-Year Nurse:

A nurse with thirty (30) calendar years of service in a North Memorial MNA bargaining unit position(s) shall not be required to work on the holidays specified in this Section of the contract. Non-consecutive years of service in the bargaining unit shall be counted provided there has been no break in service from North Memorial.

M. Holidays Off:

Holidays off will be granted to RNs in **seniority order**. If a unit has a majority of RNs requesting holidays off, the holidays will be rotated among the RNs on the unit.

N. Policy Implementation:

SAC will implement this policy and monitor and review the process.

30. VACATIONS:

In order to provide greater ability to grant summer vacations, regularly scheduled RNs may not reduce their hours between April 15 and September 15.

A. Vacation Accrual:

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

Years of Service	Vacation	Accrual Rate
After completing 1 year	2 calendar weeks	.0385 vacation hours per compensated hour
2 through 4 years	3 calendar weeks	.0577 vacation hours per compensated hour
5 through 11 years	4 calendar weeks	.0769 vacation hours per compensated hour
12 through 13 years	4 calendar weeks + 1 day	.0808 vacation hours per compensated hour
14 years	4 calendar weeks + 2 days	.0847 vacation hours per compensated hour
15 through 17 years	4 calendar weeks + 3 days	.0886 vacation hours per compensated hour
18 through 19 years	4 calendar weeks + 4 days	.0924 vacation hours per compensated hour
20 years and over	5 calendar weeks	.0964 vacation hours per compensated hour

Assistant head nurses/unit shift coordinators shall accrue vacation according to the above schedule, except after four (4) calendar years of service, they shall accrue four calendar weeks of vacation. After five (5) calendar years of service, they will accrue vacation per the above schedule.

While on vacation, the amount of salary to be paid to the part-time nurse may be based upon the average number of compensated hours per two- (2) week payroll period during the preceding six (6) months.

Vacation shall be accrued from the nurse's most recent date of employment by the Hospital. A nurse may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with vacation scheduling provisions in this Contract.

Vacation shall be accrued based on compensated hours as such hours are defined in this contract. The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual number of hours of vacation to which a nurse would be entitled by 2080 hours.

B. Terminal Vacation Pay:

Nurses who have completed six (6) months or longer of continuous service in the Hospital, including nurse's of leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the above schedule, providing that they give the Employer one (1) months' written notice in case of voluntary termination of employment.

C. Vacation Scheduling:

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in the section related to low-need days and layoff shall be given preference. Where a Hospital utilizes an annual defined vacation sign up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Employer may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

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

0.5 FTE total caregiver vacation can be granted for every seven (7) caregiver FTEs regularly scheduled.

1. Determine number of caregiver FTEs
2. Divide by 14
3. To determine RN slots, multiply by the percentage of RN staff

Example:

1. A unit has 40 caregiver FTEs
2. $40/14 = 2.86$ FTEs
3. $2.86 \times .7 = 2$ RN FTE vacations can be granted

This formula would need to be evaluated for applicability to each fixed staff unit.

Registered Nurses have the ability to use one weekend day of vacation for every week of earned vacation.

RNs with twenty (20) calendar years of service at .6 or above and scheduled for eight- (8) hour shifts and every other weekend will be granted one (1) additional weekend of vacation. The weekend cannot be used May 15 – September 15.

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

Earned vacation shall normally be taken within a 12-month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a nurse is unable

to take accrued vacation within the foregoing time period because of the inability of the Employer to grant such vacation time due to staffing needs.

31. SICK LEAVE:

A. Sick Leave Accumulation:

Regularly scheduled nurses who have averaged thirty-two (32) compensated hours or more per two- (2) week payroll period will be entitled to sick leave pay for personal illness. Nurses will be entitled to sick leave with pay for personal illness not to exceed the accumulated rate of **nine hundred sixty (960) hours**. Sick leave will be earned and accumulated at the rate of eight (8) hours for every 173.3 hours the nurse is continuously employed. So long as a nurse has **nine hundred sixty (960) hours** of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulation credit of nine hundred sixty (960) hours of accumulated and unused sick leave.

B. Call In Requirements:

Registered Nurses will be required to notify the Employer (per unit requirements) one (1) hour before the start of the day shift and two (2) hours before the start of any shift that begins at 11:00 a.m. or later. Nurses are encouraged to notify the Employer as early as possible when ill. Failure to do so will be managed on a case-by-case basis.

C. Compensation for Unused Sick Leave:

1. The Employer shall pay a yearly bonus of five hundred dollars (\$500) to any regularly scheduled nurse who has not used sick leave in the past year.
2. **An RN scheduled .9 to 1.0 FTE who uses twenty-four (24) hours or less of sick leave in a contract year (June 1 – May 31) will receive a three hundred dollar (\$300.00) bonus on June 1.**
3. **An RN scheduled .6 to .8 FTE who uses sixteen (16) hours or less of sick leave in a contract year will receive a two hundred dollar (\$200.00) bonus on June 1.**
4. **An RN will only be eligible to collect one of the bonuses in 1 through 3 above each year. The bonuses in 2 and 3 above will begin to be paid on June 1, 2005, and each June 1 thereafter.**
5. The RN who maintains 720 hours of sick time will receive one additional non-summer vacation day every six months.
6. **The RN who maintains 960 hours of sick time will receive one (1) additional vacation day for each 24 hours of sick leave which would have accumulated had there been no 960-hour cap.**

D. Medical Leave of Absence:

1. The process outlined below should be followed when requesting a medical LOA. It is important to note during peak vacation periods (May 15 – September 15 and Thanksgiving through New Year's), elective medical LOAs may be denied and approved for a later date in order to help facilitate vacations being granted to other Registered Nurses.
2. A Registered Nurse's request for an elective medical leave of absence may be approved or denied based on department staffing needs.
 - a. Registered Nurses will meet with Health Services to discuss the need for medical leave.
 - b. Medical information may be requested from the Registered Nurse's physician and then reviewed by the Health Service Medical Director.
 - c. The Registered Nurse, employer's manager/designee, and Health Service will meet to discuss dates and length of LOA.
 - d. If the Registered Nurse's request is approved, the RN will fill out an Employee Request Form and submit to their manager/designee with dates of the LOA, expected return date, and payment of accrued benefits, if eligible.
 - e. Once the Registered Nurse and manager agree upon dates, the nurse will schedule surgery.
 - f. If the request is denied related to department staffing needs, alternate dates will be discussed and granted.
 - g. If the Registered Nurse is eligible for the Family and Medical Leave Act (FMLA), see policy and procedure.

E. Verification of Illness:

The Hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate is required. A nurse shall not be required to explain an illness at the time sick call in is made. Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or day(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the Hospital. No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

F. Sick Leave When Eligible for Long-Term Disability:

Sick leave shall be paid up to the accumulated amount or until the nurse is eligible to receive long-term disability benefits pursuant to this Agreement.

A nurse who has unused sick leave available at the time of eligibility for long-term disability payments shall retain such sick leave.

G. Sick Leave While Receiving Workers' Compensation:

A nurse receiving workers' compensation may elect to use that amount of accumulated sick leave necessary to make up the difference between income received from workers' compensation and from any alternate employment at the Hospital and the regular and current rate of pay for her or his position in the bargaining unit at the commencement of her or his leave.

H. Sick Utilization Bonus Upon Resignation:

The parties agree that the sick utilization bonus will be in effect June 1, 2000.

The Registered Nurse who resigns at age 60 or above with 15 calendar years of service in the Minnesota Nurses Association at North Memorial Health Care with 960 hours of accumulated sick leave will receive a cash bonus of \$5000.

The funding and continuation of this program will be dependent on the decline of sick time utilization of the Minnesota Nurses Association Registered Nurses.

With June 1, 1997, to May 31, 1998, as a baseline for the utilization of sick time, the pay out of these bonuses must be offset by the savings of sick utilization by the Registered Nurses.

An annual review of sick time data will start in 1998 by the Labor Management structure.

I. Sick Time Payout on Retirement:

An RN who is at least age 55 and has a sick time bank of 640 hours or more will be able to cash out the amount greater than 640 hours on retirement from North Memorial Health Care. This is in addition to the \$5000 sick utilization bonus upon resignation.

32. ACCOMMODATION OF THE RN WITH DISABILITY OR WORK RESTRICTIONS (MODIFIED DUTY):

A. Health and Safety Standards:

Health and safety standards will be established, taking into consideration workplace assessments. Data and resources from NIOSH, Occupational Health Organizations, and recognized standards and guidelines identified by the parties may be considered in the process.

B. Accommodation:

The Hospital and the Association have identified shared interests that relate to maintaining an injured, ill, or disabled nurse's ability to continue meaningful productive work in a professional role which accommodates the nurse's disability and/or restriction(s). To that end, the parties further agree to the following:

- 1. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse's right to Minnesota Nurses Association representation. If the nurse rejects representation, it will be documented in writing and signed by the nurse. A copy of said document will be provided to the Minnesota Nurses Association before any scheduled meeting. If representation is rejected, the Hospital will, nonetheless, review options for accommodation with the Minnesota Nurses Association in order to facilitate mutual problem solving and consistency prior to a decision in all situations.**
- 2. The Association will be provided with all relevant information requested related to the accommodation of the Registered Nurse. Medical information will be released subject to written authorization of the nurse. Consistent with their status as employer and bargaining representative, respectively, the Hospital and the Minnesota Nurses Association will respect any confidential information being considered or disclosed.**
- 3. Nurses will be accommodated on an individual basis, with a focus on the nurse's ability, rather than disability.**
- 4. In evaluating the ability to accommodate a disability and/or restriction(s), the Hospital will not rule out increasing the number of staff scheduled on a unit as a method of achieving accommodation.**
- 5. As part of these discussions and upon request of the Hospital, the Minnesota Nurses Association will waive the posting requirements of Article 14, "Scheduling," and Article 22, "Posting and Filling of Positions," relative to selected new or existing open positions which would allow the Hospital to accommodate a nurse who is currently a member of the bargaining unit in a bargaining unit position.**
- 6. A nurse who has not been, or in the future may not be, accommodated in a bargaining unit position, retains bargaining unit seniority for all purposes for as long as the nurse is accommodated outside the bargaining unit. The nurse shall be given preference in returning to any new or existing open bargaining unit position within four (4) years where the nurse is qualified and can be accommodated.**

7. The parties agree to use the processes set forth in Article 23, "Promotions, Transfers, and New Positions," relating to the inclusion of new or existing positions into the bargaining unit for any and all new or existing positions where nurses currently or previously in the bargaining unit have been transferred due to accommodations necessitated by illness or injury.
8. The Hospital and the Association will jointly develop and periodically present education regarding the A.D.A.
9. Refer to Article 46, "Nursing Health and Safety Committee," related to the modified duty work list.

33. **LEAVE OF ABSENCE:**

A. **Personal Illness, Injury, and Disability:**

A leave of absence without pay will be granted to nurses for personal illness, injury, or disability (including work-related illness, injury, or disability) for a maximum period of twelve (12) months. The maximum period of absence includes any time during which paid sick leave is utilized by the nurse. Such leave will be granted as follows:

1. For a period of up to three (3) calendar months of the leave after the period of accumulative sick leave has expired, during or at the conclusion of which, the nurse will be returned to her or his previous position.
2. For the remainder of the leave, during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
3. For an additional period as may be agreed upon between the Employer and the nurse.
4. Vacation and length of service increments will continue to accrue during the first ninety (90) days of this unpaid personal illness leave. This includes any portion of the ninety (90) days when a nurse on workers' compensation is working in an alternate position having fewer hours than the nurse's previous position.

A nurse on a personal illness, injury, or disability leave and receiving workers' compensation may agree to accept a temporary alternate position different from the nurse's previous position. Agreement to such alternate position shall not constitute a forfeiture of the nurse's right to return to her or his previous position or classification as provided in the section related to leave of absence.

Except as provided in the section related to leave of absence (personal illness), all hours worked by a nurse covered by this Contract in a temporary alternate

employment position not otherwise covered by this Contract shall, nevertheless, be considered compensated hours toward accrual of seniority as provided in the section related to low-need days and layoff. Such hours shall also be credited toward eligibility for and accrual of benefits provided by this Contract. Benefits accrued and provided will be based on the compensated hours of the nurse when working in the alternate employment position.

(See Article 51, "Insurance Benefits," Section B, "Long-Term Disability," and Section H, "Insurance Premiums During Leaves of Absence," for more information.)

B. Critical Illness or Death in the Immediate Family:

A leave of absence without pay will be granted to nurses for critical illness or death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, and such others as may be agreed upon between the nurse and the Employer) for the period of up to ninety (90) calendar days. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The Employer will not permanently fill the nurse's position during the period of leave of absence.

C. Bereavement Leave:

Immediate Family:

A LOA of three (3) days without loss of pay will be granted to the Registered Nurse in case of death in the immediate family for the purposes of attending the funeral and dealing with issues related to the death. **A fourth day of bereavement leave with pay shall be permitted if travel to the funeral event is greater than three hundred (300) miles. Bereavement leave days may be non-consecutive and generally are to be taken within thirty (30) days of the death of the family member.** Immediate family is defined as: parents, parents-in-law, brothers, sisters, **step-brothers, step-sisters**, sons, daughters, **sons-in-law, daughters-in-law**, grandparents, grandchildren, husbands and wives, **domestic partners**, step-parents, step-sons, and step-daughters. **A LOA of one (1) day without loss of pay will be granted to the Registered Nurse in the case of death of the nurse's brother-in-law or sister-in-law for purposes of attending the funeral.**

Extended Family:

In special circumstances, bereavement leave pay may be granted to others as mutually agreed upon between the nurse and the manager.

If the Registered Nurse and Manager have difficulty on agreeing who may be granted time off, the MNA Chair and the Manager of Labor Relations will discuss the situation with the RN and Manager and come to a resolution.

Others:

For individuals who are important to the Registered Nurse (other than those listed above), the Manager will attempt to grant time off and the RN will use vacation pay or Personal Holiday Pay for compensation. The Registered Nurse may be asked to help find a replacement if time and circumstances permit.

D. Maternity/Paternity:

Leave of absence without pay will be granted to nurses for maternity/paternity for a period of up to one (1) calendar year as follows:

1. For a period of up to four (4) calendar months of the leave commencing at or after the date of delivery, or an earlier date if requested by the nurse for a non-medical reason, including the period of accumulated sick leave, during or at the conclusion of which the nurse will be returned to her or his previous position. In the event a nurse is disabled for a period in excess of four (4) calendar months following delivery, the nurse will retain her or his right to her or his previous position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater.
2. For a period of an additional four (4) calendar months, during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
3. For a period of an additional four (4) calendar months or that period to make a total of twelve (12) months leave during which the Employer may permanently fill the nurse's position. Upon returning from the leave, the nurse will be given the first opportunity to return to a position and classification for which she or he is qualified and will be given an opportunity to return to her or his former position if and when the position is open.
4. Vacation and length of service increments will continue to accrue for the first ninety (90) unpaid calendar days of this maternity/paternity leave.

If a nurse desires to return to the hospital at a date different than the date of return specified at the beginning of the leave, she or he shall notify the Employer two (2) weeks in advance of the earlier of the specified return date or the desired return date. A nurse who desires to return to a different position at the conclusion of the leave must make such request at least thirty (30) calendar days prior to the expiration of the leave.

This subparagraph (D) shall be fully applicable in instances of adoption except for the pay out of accumulated sick leave for the nurse. Sick leave is

paid out in relationship to the disability of the delivery. The nurse may use accumulated sick leave if the child is ill.

E. Jury Duty and Subpoenaed Witnesses:

A nurse called to serve on a jury or subpoenaed to serve as a witness in any court on a subject arising out of the nurse's employment at the Hospital shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and her or his compensation for regularly scheduled work hours lost because of such service.

The nurse will be expected to report to jury duty instead of reporting to work while on call for jury duty unless mutually agreed to by the nurse and Nurse Manager. If the nurse is on jury duty Monday through Friday, the nurse will be required to work the weekend shift twenty-four (24) hours prior to the start of jury duty or the scheduled weekend shift immediately after completion of jury duty on Friday. If the nurse's regularly scheduled weekend to work occurs during jury duty, the nurse will be relieved from work on that weekend. Regularly scheduled work hours lost because of jury duty or serving as a witness will be considered as hours worked except for purposes of computing overtime.

Regularly scheduled work hours necessarily lost because of jury service or serving as a witness will be considered as hours worked except for purposes of computing overtime.

F. Voluntary Leaves Before Layoff:

Before resorting to any layoff procedure, the Employer will offer the nurses an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) calendar days. During such leave of absence, vacation and length of service rights shall continue to accrue. The Employer will not permanently fill the nurse's position during the period of leave of absence.

G. Military Leave of Absence:

A nurse who is a member of the military reserve or **National Guard** shall be granted leaves of absence without pay to enable the nurse to fulfill obligations for one weekend per month plus two weeks per calendar year for temporary military duty. The nurse may be offered the opportunity to, but may not be required to, work extra unscheduled weekend shifts in place of normally scheduled weekend shifts missed because of military duty. A nurse electing to do so will be entitled to the weekend bonus.

In addition, a nurse who serves on active duty and who returns to work within ninety (90) days after discharge from military service will be returned to her or his previous position or to the position of like classification and pay to which the nurse would have been entitled but for the absence due to military duty.

The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments for military duty in accordance with the **Uniformed Services Employment and Re-Employment Rights Act (USERRA)**. The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments for the period of military duty (including the ninety [90] days post-discharge) based on the authorized number of hours per payroll period or the average number of hours worked per payroll period during the thirteen (13) payroll periods preceding the active duty, whichever is greater. Earnings lost will be credited toward W-2 earnings for pension purposes in accordance with the terms of the Pension Plan.

An RN who is on a military leave of absence will be sent a letter from the Benefits Department outlining insurance and other benefits available while on active duty and informing the nurse of his/her return rights to North Memorial once the military leave has ended.

H. Other Leaves of Absence:

Leaves of absence for reasons other than above will be granted to nurses at the discretion of the Employer and on an individual basis. Length of service benefits will continue to accrue for leaves of absence of fourteen (14) calendar days or less. Of leaves of absence of more than fourteen (14) calendar days, length of service benefits will not continue to accrue, but will remain the same as at the time of beginning the leave. The Employer may permanently fill the nurse's position after the first fourteen (14) calendar days of leave. Upon returning from leave, the nurse will be given the first opportunity to return to a position for which she or he is qualified and will be given the first opportunity to return to her or his former position if and when the position is open.

I. Association Activities:

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

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

34. LOW-NEED DAYS AND LAYOFF:

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that

the basic policy shall be to use the layoff procedures of this Contract to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

A. Definitions:

As used in this section, the following terms shall be defined as follows:

1. "Clinical group" means a unit or group of units which require similar nursing skills.
2. "Qualified" means the ability to independently provide safe, direct patient care for the standard case load on the unit within a reasonable period of orientation not to exceed four (4) weeks, but said term does not require proficiency in all technical skills or the performance of leadership roles.
3. "Seniority" means the total compensated hours accrued by a nurse since her or his most recent date of employment into the bargaining unit at the Employer. Compensated hours, as qualified in this paragraph, shall include all hours for which a nurse is paid. Each overtime hour worked shall be counted as one (1) compensated hour. Off-premises on-call shall be counted at the conclusion of each W-2 year at the rate of one-half (½) of the on-call hours paid. In addition, compensated hours shall include hours which Article 33, "Leave of Absence," subparagraphs (A), (D), (E), (G), and (I) provide are hours worked or hours for which length of service increments accrue.

The above notwithstanding, seniority for a nurse who transfers to a non-supervisory and non-managerial nursing position that is not covered by the Contract Agreement and is in the same hospital in which the nurse is employed in a bargaining unit position shall accrue no further seniority. The nurse's accrued seniority shall be maintained on the nurse's record and shall be restored to the nurse if she or he transfers back to a bargaining unit position within one (1) year. The nurse may not exercise frozen seniority for any purpose under this Contract while in the non-bargaining unit position. If the nurse does not return to a bargaining unit position within one (1) year from the date of the transfer out of the bargaining unit, all bargaining unit seniority is lost.

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the Employer each six (6) months and provided to the Minnesota Nurses Association.

B. Voluntary Low-Need Days and Leave:

Before resorting to Part (D) of this Section or any layoff procedure, the Employer will offer the full-time and part-time nurses an opportunity to voluntarily request a low-need leave of absence without pay for up to ninety

(90) calendar days. The Employer will not permanently fill the nurse's position. In addition, the Employer may, on a day-to-day basis, offer individual low-need days to full-time and part-time nurses. A nurse taking low-need days pursuant to Parts (B) and (D) of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.

C. Floating in Lieu of Mandatory Low-Need Days:

If additional low-need reductions are needed, nurses will be given the opportunity to float to available assignments in other units for which they are oriented or otherwise qualified.

D. 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 Employer to take more than twenty-four (24) hours per Contract year. If the least senior part-time nurse on a particular unit and shift has been assigned twenty-four (24) hours of low-need, 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 of this provision shall not exceed twenty-four (24) hours per Contract year for any regularly scheduled part-time nurse.

A part-time nurse regularly scheduled for sixty-four (64) compensated hours or more per pay period shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low-need days. A nurse to be assigned a low-need day pursuant to this Part (D) shall be given a minimum of four (4) hours advance notice before the beginning of the shift.

Casual part-time 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.

E. Layoff:

In the event that it is necessary to lay off nurses due to lack of work, the least senior nurse(s) in the employ of the Employer shall be laid off first. The layoff shall continue in order of least seniority toward most seniority until the needed reduction in nursing care hours has been accomplished. Any reduction in the number of scheduled hours shall be considered a layoff except as provided in paragraphs above. It is specifically agreed that less senior nurses are to be completely laid off before more senior nurses are to be affected by a layoff except as expressly provided as follows:

1. It is agreed that the operation of this Section shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of seniority, however, only if nurses with greater seniority do not have the ability to become qualified.
2. A reduction of hours rather than a complete layoff may be used if necessary to provide appropriate coverage for weekends or for operating rooms, visits, or procedures. Reductions shall be made by reducing the hours of the least senior nurse remaining on the unit to thirty-two (32) hours per pay period and proceeding in that manner in reverse order of seniority until the necessary reduction has been achieved. Reductions in reverse order of seniority to less than thirty-two (32) hours may be made at the discretion of the Employer.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in the section related to voluntary leaves before layoff of this Agreement. In effecting a reduction of nursing care hours on one or more units, the Employer shall use a system whereby all affected nurses in order of greater seniority shall be offered all of the following choices:

- a. Vacant positions for which they are qualified.
- b. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses within the clinical group.
- c. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses in other clinical groups.
- d. Nurses may accept complete layoff and retain full rights to recall.

A nurse displaced by a more senior nurse under b. and c. above would then, in seniority order, be offered option a. through d.

In exercising seniority rights under steps a., b., and c., the nurse will be offered a position for which qualified according to the step selected, such position to be determined on the basis of the nurse's position preference, greater seniority, and the need to minimize multiple displacement of nurses.

Concurrently with the offering of steps a. through d., nurses shall be offered the option of accepting reduced hours in their unit. A nurse accepting such reduction shall be considered on layoff and retain all recall rights. Before or at the time a nurse is offered vacancies or replacement opportunities, the nurse will be provided a description of available positions which includes the unit assignment, shifts, and number of scheduled hours.

As long as any nurse remains on layoff, the Employer shall not newly employ nurses into the bargaining unit and shall not transfer or temporarily assign non-bargaining unit nurses into the bargaining unit until all nurses holding recall rights who are qualified shall have been recalled. After a full or partial recall of all qualified nurses on complete layoff who retain recall rights, this provision shall not prevent the new hire of nurses needed to provide appropriate coverage for weekends or for operating rooms, visits, or procedures. Such newly-hired nurse shall be limited to not more than thirty-two (32) scheduled hours per pay period as long as any more senior nurses on the unit have not been fully restored to her or his number of scheduled hours before layoff.

Scheduled hours on a unit shall not be increased for non-laid off nurses without offering such hours to nurses from that unit who are on partial layoff. If a nurse from a unit has been completely laid off, scheduled hours of thirty-two (32) or more per two-week pay period shall not be added for non-laid off nurses until nurses on complete layoff have been recalled.

Nurses on layoff who are presently qualified shall be given first opportunity to work intermittent shifts that are available before such shifts are offered to casual part-time or non-bargaining unit nurses. To the greatest extent feasible, such shifts shall be offered to nurses on layoff in order of seniority up to but not exceeding the number of scheduled hours per pay period before layoff. Intermittent shifts reasonably expected to occur over a continuing period of time shall not be used in lieu of recall of nurses who retain recall rights. An offer for intermittent shifts shall not be considered a recall.

When floating is needed, the Employer will endeavor to take into consideration a nurse's interest in becoming qualified in another unit of the Hospital.

As part of on-going communication between the Association and the Employer, the Employer will notify the Association as soon as it determines that a layoff may occur. The parties will meet to review relevant data and to jointly develop the procedures for applying this section to the specific situation.

A nurse and the Association will be given two (2) weeks' written notice in advance of any layoff.

Involuntary transfers of nurses shall not be used to circumvent the layoff provisions of this section.

A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay upon written request to the Employer therefore.

A nurse on layoff status who has been benefit eligible and has worked an average of .4 FTE for the first four pay periods following layoff shall continue on a benefit eligible status so long as she or he continues to work an average of at least .4 FTE per four pay periods either through intermittent shifts or because of recall. In the event that the nurse refuses a recall to a regularly scheduled

benefit-eligible position for which she or he is qualified, the nurse shall lose the benefit-eligible status. Exceptions to the loss of benefit-eligible status may be made in cases of extenuating circumstances.

In the event of a pending layoff or major restructuring, in addition to other contractual options, each senior nurse in affected or related clinical areas will be given the option of early retirement with the employer portion of health insurance (single coverage) continued until attainment of age 65. For purposes of this paragraph, senior nurses are defined as nurses (.7 or above FTE) at age 58 or above who have attained the monthly salary increment for twenty (20) years employment.

F. Recall:

Notice of recall shall be in writing to a nurse with simultaneous copy mailed to the Minnesota Nurses Association. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to one (1) week to report to work after receipt of a notice of recall. A nurse who has been recalled or offered a position different than the position from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Contract Agreement. A different position means either a different unit or shift or number of scheduled hours. A nurse recalled to the same position who declines the offer of recall shall lose all seniority rights.

A nurse unable to respond to notice of recall to the same position due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status.

Seniority shall be lost if the nurse is not recalled from layoff within one (1) year. Provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the Employer within thirty (30) days before the expiration of the first year of layoff.

35. EDUCATIONAL DEVELOPMENT:

It is the mutual purpose of the Minnesota Nurses Association and the Employer to encourage each nurse to continue and pursue her or his professional interest and education in nursing.

A. Tuition Reimbursement for Completion of a BSN, BAN, or MSN:

1. The Employer shall pay the nurse tuition and required fees and books up to three thousand dollars (\$3000) per year for educational course work at an accredited institution under the following circumstances:
 - a. The RN will submit a proposed degree completion plan to the Vice President of Patient Care Services or designees who must pre-approve the proposed degree plan.

- b. Human Resources, Nursing Administration, and the MNA will collaborate to develop a new administration process and identify degrees which are eligible beyond BSN, BAN, and MSN.
- c. The RN must work a minimum of 1040 hours from date of employment to be eligible and must be regularly scheduled at least thirty-two (32) hours a pay period.
- d. The RN must remain employed 2000 paid hours in a **bargaining unit position** beyond the successful completion of the last reimbursed course. The RN must remain employed at least thirty-two (32) hours a pay period. Monetary repayment of the last reimbursed course work will be per the following schedule:

0 – 500 paid hours	100% repayment
501 – 1000 paid hours	75% repayment
1001 – 1500 paid hours	50% repayment
1501 – 2000 paid hours	25% repayment
2000 + paid hours	0% repayment

- e. Nurses who have 20,800 seniority hours or more at the time of termination shall not be required to make any repayment. At the time of layoff, a nurse will continue to be eligible for reimbursement as provided in this Section for courses previously approved and shall not be required to repay the Employer any reimbursement.
- f. RNs who become disabled while completing their education will not be required to make any repayment.
- g. Payment shall be made upon receipt of credit of each pre-approved course for which reimbursement has been requested.

2. **Schedule Accommodations:**

A nurse making satisfactory progress toward completion of a pre-approved degree may temporarily reduce hours in a manner that is mutually agreed upon between the Employer and the nurse in order to accommodate completion of the pre-approved degree.

A nurse may also be granted scheduling accommodations (without reduction of hours) in a manner mutually agreed upon between the nurse and the Employer to facilitate the nurse completing the pre-approved degree.

3. **Educational Leave of Absence:**

Upon request, a nurse who has been employed by the Hospital for a period of two (2) years or more shall be granted an educational leave of absence totaling up to twenty-four (24) months. Any extension of an educational leave of absence shall be at the discretion of the Employer.

In order to qualify for such leave, the nurse must be a full-time student at a college or university working toward a pre-approved degree or enrolled in a nurse-practitioner program.

Upon obtaining such additional degree or completing such practitioner program and after returning to work at the Hospital granting the educational leave and completing an additional one (1) year of service at such Hospital, the nurse will be given credit for purposes of vacation, length of service, and salary increments in an amount equal to fifty percent (50%) of the length of the educational leave. The nurse will earn regular credit for time worked before and after her or his educational leave of absence.

B. Workshops, Courses, and Other Educational Programs:

A regularly scheduled nurse may use up to \$350 a year for the cost of the workshops, courses, **recertification testing and/or fees**, and other types of educational programs that are:

1. preparing for national certification for the nurse's area of practice. (**See Article 7, "Salary," Section N, regarding Pay for Certification**), or
2. related to complementary therapies that may enhance the nurse's skills, or
3. related to the nurse's clinical area of practice.

The Employer will accept any form of proof of payment for education reimbursement.

C. Required Education Subsequent to Employment:

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

Mandatory meetings and required education will be offered or made accessible to the Registered Nurse during or adjacent to the nurse's scheduled work shift. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used.

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

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

36. ADOPTION BENEFIT:

The Employer will reimburse adoption expenses of \$2000 per household per adoption. Nurses who are authorized to work thirty-two (32) hours or more a pay period are eligible for this benefit.

The reimbursement is payable when the adoption is finalized and proof of adoption is provided to the employer.

37. JOB PROTECTION, MERGERS, AND REDUCTION OF BEDS:

Determinations or actions by a hospital or by a government, community, or hospital's agency or agencies which recommend or require the elimination or reduction of patient beds or facilities presently in operation are determinations made and actions taken with the stated intention of serving the welfare of the community. Determinations or actions by a Hospital include actions by parent or affiliates or entities which have the power to effectively direct such determinations or actions in a contract Hospital. Consequently, it is the policy of the Hospital and the Minnesota Nurses Association that determinations made and actions taken to serve the community and patients should not be at the expense of individual registered nurses employed at an affected institution. In the event that such determinations or actions, including corporate merger, consolidation, or reorganization of services, directly or indirectly will cause an elimination or a reduction in the number of registered nurses in present, or if greater in future bargaining unit positions in any classification on a station unit, the following principles shall apply:

A. Notice of Merger, Consolidation, or Reorganization:

The Employer shall give the Association written notice of such action or determination immediately upon any notice to the Employer, whether said notice is preliminary, tentative, or final. The Employer will also give the Association immediate written notice of any decision to authorize a corporate merger, consolidation, or reorganization of services involving the Employer. In these connections, the Employer will cooperate in providing the Association with relevant background information and alternative courses of action available. The individual nurses who will be affected shall receive written notice with a copy to the Minnesota Nurses Association as soon as the action to be taken is ascertained.

B. Offer of Reassignment Within the Organization:

Nurses from an affected area which is being reduced or eliminated shall be offered reassignment, along with other affected nurses, to other vacant or new registered nurse positions in the same classification (an "opening") within the Hospital for which they are reasonably qualified. The term "reasonably qualified" means the ability to perform the duties of the position within a reasonable period of orientation and in-house training not to exceed four (4) weeks. Such orientation and training shall be at no cost to the nurse. Reduction of nurses on an affected area and the offering of reassignment in the

Hospital shall be made on the basis of seniority in the Hospital as defined in the section related to low-need days and layoff of the Agreement.

The Employer will not promote or employ new nurses or use casual part-time or temporary nurses until all affected nurses have been placed or given the opportunity to qualify for registered nurse openings which are available or become available in their respective classifications. A nurse may voluntarily choose to exercise her or his length of employment rights for an opening in a lower registered nurse classification.

C. Reductions to Follow Layoff Procedure:

If there are not sufficient registered nurse openings to place all nurses employed at the time of the change or if nurses are not able to qualify for such positions as the same are described in the foregoing paragraphs, the reduction of registered nurse positions in the Hospital shall be made according to the procedure of layoff and recall established by Article 34, "Low-Need Days and Layoff."

D. Offer of Employment in Hospitals Controlled by the Same Corporation:

If a nurse cannot be offered placement under paragraphs (B) and (C) above, offers for employment shall concurrently be made by Contracting Hospitals controlled by the same corporate body as the Hospital which employed the nurse who was laid off or who received notice of layoff. Offers of employment under this paragraph (D) shall be made during the period that the nurse retains recall rights.

Any offer of employment under this paragraph (D) shall be treated for all purposes, including seniority, as a transfer within the same Hospital and not a re-employment.

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 Article 34, "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 Employer 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.

F. Negotiation on Application of This Section:

The parties recognize that the provisions of this Agreement may not fully anticipate the nature of such changes as they are occurring or may occur in the future. It is agreed, therefore, that for any action for which notice may be required under the foregoing paragraph (A), the Minnesota Nurses Association and the affected Hospital(s) will meet for negotiation and mediation of the application of this Section and relevant Contract provisions to the then instant situation.

Any unresolved dispute arising from such negotiations and mediation will be determined in accordance with the arbitration procedure set forth in Article 42, "Grievance Procedure," of this Contract Agreement.

G. Removal from Bargaining Unit:

No action by a Hospital(s) or an affiliated entity shall result in a unit, service, or group of nurses being removed from the bargaining unit earlier than thirty (30) days after the Minnesota Nurses Association and the nurses to be affected have been provided written notice of the action and any change in Contract coverage the Hospital(s) or affiliated entity will effect. The Hospital(s) will cooperate in providing the Association with relevant background information. The provisions of this Section shall in no way limit, circumscribe, modify, or reduce rights or benefits of a nurse under other sections of this Contract Agreement. At the time of major workplace changes, the Employer will extend to a nurse who is within one (1) year of anticipated retirement accommodations to allow the nurse to continue her or his same or similar work until retirement.

38. ABILITY TO MEET SCHEDULED HOURS:

Managers will begin a review of individual work patterns on their assigned units. The review will include the days a Registered Nurse does not work when they are scheduled, the frequency, and pattern. This will not include Workers' Compensation, Medical Leaves, and Family Medical Leave. Human Resources and Health Services will be consulted to confirm which days should be included.

Coaching:

If a pattern develops, the manager will meet at a mutually agreeable time to review the pattern with the Registered Nurse. Managers will notify the nurse that, if the pattern continues, the performance improvement process will be utilized.

39. DISCIPLINE (PERFORMANCE IMPROVEMENT PROCESS):

No nurse shall be disciplined except for just cause. Except in cases where immediate termination is appropriate, the Employer will utilize a system of progressive discipline. A nurse's participation in the Economic and General Welfare Program or eligibility for longevity benefits will not constitute just cause for discharge or other discrimination.

When there is a concern that may lead to disciplinary action, the manager will meet with the RN to provide coaching related to the concern and the RN has the right to request MNA representation.

If an oral warning is given, it shall be confirmed in writing, identified as disciplinary action, and a copy shall be given to the nurse. A copy of any written warning shall be given to the nurse and the Employer shall simultaneously send a copy to the Minnesota Nurses Association. Whether or not a warning is grieved, a nurse has the right to make a written response which will be maintained by the Employer with any copy of the warning.

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

Upon request of the nurse or the Association, all written documents relating to any oral or written disciplinary warning will be removed from the nurse's personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the Employer 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.

Demotion from the classification of Assistant Head to a lower classification for disciplinary reasons or on the basis of the nurse's performance shall be for just cause.

40. TERMINATION:

A. Voluntary:

The nurse will give the Employer two (2) weeks' written notice for termination of her or his employment in any event, and a nurse claiming terminal leave will give one (1) month's notice as provided in this contract.

B. Involuntary

The Employer will give a nurse two (2) weeks' written notice (exclusive of terminal leave) prior to termination of employment or suspension unless said termination or suspension is for misconduct. The Minnesota Nurses Association will be given written notice of any termination or suspension at the same time the affected nurse is given written notice.

41. PERSONNEL FILES:

The Employer shall maintain one (1) official personnel file for each nurse. Such file shall contain copies of personnel transactions, official correspondence, evaluations, and any disciplinary notices. Any notes kept by immediate supervisors on the floor in preparation for evaluations shall be kept locked.

A nurse shall be entitled to inspect evaluation reports, disciplinary notices or records, and attendance records contained in the nurse's personnel file during reasonable times. Copies of such information will be provided a nurse upon request.

42. GRIEVANCE PROCEDURE:

The Employer and the Minnesota Nurses Association desire that each registered nurse have a means by which grievances may be given timely, fair, and continued consideration until resolved. In order to facilitate confidence in this procedure, a nurse shall not be subject to criticism or reprisal for using the grievance procedure.

A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement.

- A. Step 1. The nurse will informally discuss the grievance with the nurse's first level supervisor above an assistant head nurse.
- B. Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Hospital's Personnel Department. The written grievance must be submitted to the Employer within twelve (12) workdays after the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within twelve (12) workdays after the pay day for the period during which the grievance occurred.

Within twelve (12) workdays after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, the Association, and the nurse.

The Director of Nursing Service, or such other non-bargaining unit person from the Nursing Service Department as the Employer may determine, shall participate in the meeting as one of the representatives of the Employer.

Within twelve (12) workdays following the Step 2 meeting, the Employer shall submit a written reply to the Association and the nurse.

- C. Step 3. If the grievance is not resolved in Step 2, either the Employer or the Association 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 following receipt by the Association of the Employer's written reply to the grievance.

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 Employer, 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 within an additional five (5) days, such third neutral member shall be selected from a list of five (5) neutral arbitrators to be submitted by the American Arbitration Association.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association, the Employer, and the nurse. The decision shall be made within thirty (30) workdays following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Association.

The Employer and the Association, or the representative of each designated in accordance with Step 3, 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.

For all purposes of this section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the Employer and the Association.

The Employer agrees that a representative of the Association shall be excused from scheduled work time without loss of pay for the investigation and handling of controversies and grievances over the interpretation or adherence to the terms and provisions of the Agreement. The preceding sentence shall not apply to any arbitration hearing provided for under this Agreement. Throughout each step, including Step 1, the right of the nurse to request the presence and representation of the Association shall be recognized.

At any time in the grievance procedure up to the convening of an arbitration panel hearing, the parties may mutually agree to enter into mediation as an alternate means to resolve the controversy. During the mediation process, the time limits in this Section shall be suspended. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Section. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitration panel.

43. LABOR/MANAGEMENT COMMITTEES:

The Hospital and the Association agree there is a need for and a mutual commitment to improving labor/management cooperation. To facilitate this, the Hospital will communicate the principles of and commitment to labor/management cooperation through their top leadership in their value/mission statements or other appropriate documents.

The Hospital and the Minnesota Nurses Association Chairpersons will determine the most appropriate Labor/Management structure and process for their organization, taking into consideration contractual agreements applicable to that hospital as well as past successes with existing committees.

For this purpose, a labor/management committee is defined as having equal representation from hospital management and the Minnesota Nurses Association representatives. These committees may include, but are not limited to, Joint Staffing Committee, Joint Nursing Care Delivery, Nurse Health and Safety, Staffing Advisory Committee, and Labor/Management. Each committee will operate under some guiding principles which may include the following:

1. Problem solving training for all members of the committees
2. Development of a charter or mission which outlines the purpose, membership, outcomes expected, and timelines
3. Behavioral standards or ground rules
4. Methods for bringing issues to the committee
5. Mutually agreed upon decision making criteria
6. Process for routing of information, tracking outcomes, and providing feedback
7. Methods for evaluating and improving the work of each committee
8. Relationship to other committees
9. Process for conflict resolution/grievance procedure

The Nurse Executive and Minnesota Nurses Association Chairpersons will meet every six (6) months to review the progress of each of the Labor/Management committees.

44. JOINT STAFFING COMMITTEE:

A. Structure:

The Joint Staffing Committee (JSC) will be a standing committee. The group will consist of fourteen (14) members, seven (7) from MNA and seven (7) from Management, including the co-chairs of the Staffing Advisory Committee. The Vice President of Patient Care Services and the MNA Chair will be core members of the Committee. The MNA Staff Specialist will attend as a member of the committee. Meetings will occur every other week until the Committee deems a monthly or quarterly schedule is adequate.

Meeting schedules shall be predetermined and notice of reminder sent. The JSC will determine what constitutes a minimum number of attendees.

Cancellation of meetings must be made by mutual agreement. Canceled meetings will be rescheduled based upon mutual agreement.

B. Contract Interpretation:

In order to minimize or avoid dispute over the meaning, interpretation, or proper application of the terms of this Agreement, a joint committee consisting of members from North Memorial Health Care and the Minnesota Nurses Association is hereby established to consider any questions of interpretation or application.

C. Authority of Committee:

The Committee, through use of a joint decision-making process, has the authority and accountability to specify the role implementations of the registered nurse in the patient care delivery system of the organization and the application of the nursing process in the delivery of patient care.

The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice, and create an environment to facilitate excellence. In the event of a dispute regarding changes in the role of the registered nurse or the application of the nursing process, changes will not be implemented until conflict resolution process is observed.

D. Staffing Evaluation Process:

Effective June 1, 2004, the following process will be implemented regarding staffing:

- 1. Each unit will have an evaluation team participating in the review of the staffing grids and will be composed of at least three (3) MNA nurses from the unit, one from each shift (selected or appointed by the MNA nurses), except that the MNA rep for the unit may elect to serve on the team, and at least three (3) management members appointed by management. Equal representation is the intent.**
- 2. After June 1, 2004, and before December 1, 2004, all units will be targeted for evaluation and adjustment as indicated in #1 above. The judgment of the staff RNs will be a substantial factor in determining staffing levels, giving due consideration to the role and responsibility of the charge nurse and nurse manager / designee. The first priority of the team will be to address the immediate staffing needs which are identified. Both parties recognize that some issues can be resolved by methods other than increased staffing.**
- 3. The current staffing grids will not be changed downward (fewer staff per patient) until evaluated by the team.**

4. In evaluating staffing grids, teams will be encouraged to reach consensus about appropriate staffing. Any proposals will be referred to the JSC for additional review and recommendations. If consensus is not reached following review by the JSC, the team and JSC may seek assistance by a Federal Mediator.
5. The following criteria will be used to jointly evaluate the corresponding budget and staffing grid:
 - a. Staffing adequacy evaluations (must include bedside nurse participation)
 - b. Patient volume month by month x 12 months
 - c. Admission, discharge, transfers per shift and day
 - d. Comparison of budgeted vs. actual daily census
 - e. Overtime and additional shifts
 - f. Close observations shifts: number, determination, and method of coverage
 - g. Staffing needs vs. actual staffing
 - h. Skill mix
 - i. Acuity
 - j. Hours per patient day / visit / encounter / procedure
 - k. Unit specific and other quality indicators (by mutual agreement)
 - l. Patient satisfaction data related to RNs
 - m. Nurse turnover rate
 - n. Staff satisfaction
 - o. Concern for safe staffing reports
 - p. Flying squad / availability of in-house resources
 - q. CTP / Temp agency use
 - r. Assignment guidelines
 - s. Financial performance of unit and organization
 - t. Nurse-sensitive clinical outcomes
 - u. Benchmark information
6. After December 1, 2004, all units will be reviewed annually by June 1 as indicated in #1 by the team or more often if problems occur.
7. At least annually, prior to the annual budget review, the co-chairs of the JSC will present to the Planning Committee an overall assessment of staffing effectiveness including:
 - a. Results of any unit-specific reviews
 - b. Data related to the mutually agreed upon triggers
 - c. Joint Commission staffing effectiveness indicators
 - d. Patient outcomes related to nursing care; i.e., NDNQI, ANA Quality Indicators, Patient Satisfaction Data (NRC)
 - e. Information about how our staffing compares to agreed upon benchmarks
 - f. Relevant information about research or current trends that would assist in evaluating our current nurse staffing practices

E. Staffing Issues:

In the evaluation or justification for increased staffing requirements, the JSC shall be empowered to review, evaluate, and reach conclusions based on the following criteria regarding the need for increased staffing of Registered Nurses in the Hospital generally or on a unit or shift basis.

1. Charge Nurse Evaluations – to be done daily while unit data is being reviewed.
2. Number of admissions, transfers, and discharges per shift, per day, per month.
3. Number of admissions, transfers, and discharges between the transition of day shift to evening shift.
4. General workflow issues which have an impact on the RN's ability to care for patients and leave after 8.5 hours of work have been completed.
5. Inability to meet approved matrixes.
6. Documented reports by PCCU staff specific to the availability of assistive personnel and the ability of RNs to take meal and rest breaks.
7. Greater than a 15% increase or decrease in volume for a period of one (1) month.
8. A 50% change in patient assignment throughout the shift.
9. 25% of staff working greater than thirty (30) minutes of overtime on a particular shift.
10. Use of casual staff to fill core shifts.
11. Missed or late medications.
12. Assessments not completed in required time.
13. Failure to advance the plan care in documentation.
14. Availability of staff to fill needed hours for core, volume increases, or both.
15. Surgical volume, PCC volume, month-to-date volume according to budget.
16. A pattern of increasing need for voluntary LOA days or need for mandatory low-need days.

The JSC will determine what number of the above criteria should be active in order to trigger action which includes increasing the number of authorized Registered Nurse positions on a shift and increasing the number of staff called for in the matrixes. The Employer agrees to increase the number of authorized Registered Nurse positions throughout the length of this Contract providing any agreed upon criteria for changed staffing continue to be met. The Employer agrees to meet both the current and improved RN needs through the use of one or more of the following: recruitment of new staff, recruitment and retention bonus, supplemental staffing, overtime, critical need pay, or agency nurses. The Employer will negotiate any bonuses with the Minnesota Nurses Association prior to their development.

It is understood that if the character of a unit changes, the Employer may not reduce the total number of authorized Registered Nurse positions without the consensus of this group. The Employer agrees that any changes in the unit staffing matrix or master staffing plan will be reviewed by the JSC and submitted to the Vice President of Patient Care Services.

Upon completion of the review of a unit or units, the JSC shall submit its conclusions to the Vice President of Patient Care Services. The Vice President of Patient Care Services will respond within ten (10) days to the committee decision. Agreed upon action will commence within thirty (30) days. If a mutually agreeable decision cannot be reached, the parties will request a Federal Mediator to mediate the dispute.

Any action plan for change will include joint measures to determine their effectiveness and a time frame for evaluation. Indicators of effectiveness will be jointly developed and will include staff satisfaction, financial impact, and patient care quality.

F. System for Delivery of Nursing Care:

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

No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the Standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, or Hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate or not delegate those aspects of nursing care the nurse determines appropriate based on her or his assessment.

The Association and the Employer recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe, quality patient care. The parties also recognize that registered nurses have a right and a responsibility to participate in decisions affecting delivery of nursing care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost-effective basis which recognizes the accountability of the registered nurse in accordance with the Minnesota Nurse Practice Act and the Joint Commission on Accreditation of Healthcare Organizations.

If the Employer is considering a change affecting the system for the delivery of patient care that may affect how nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other departments and disciplines, it will notify the Committee in a timely and proactive manner. The parties will jointly review, discuss, and consider possible consultants to work with the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse.

Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation of the role of the registered nurses or application of the nursing process to the delivery of patient care, it is the intent that those aspects will be considered under the guidelines in this subsection. The Employer shall provide the Committee relevant information necessary to evaluate the impact of any proposed changes being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.

The Employer will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.

Pilot programs involving the type of changes referred to in paragraphs (1) and (2) that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.

The Committee shall have no power to modify the terms of the Agreement nor to adjust grievances.

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

G. Grievance Issues:

If any matter submitted to the Committee involves a grievance, then the time within which such grievance must be submitted to the Employer pursuant to Article 42, "Grievance Procedure," shall not begin to run until the date that the determination of the Committee is communicated to the parties.

H. Committee Decisions Availability:

Committee decisions will be published in *Nursing Rounds*, *MNA Highlights*, and the Patient Care Steering Committee meeting minutes.

I. Pilot Programs:

Pilot programs that are being discussed shall be reviewed and considered prior to the initiation of the program. An evaluation of the pilot program shall be submitted to the joint committee prior to the extension or further continuation of the pilot program.

45. STAFFING ADVISORY COMMITTEE:

A. Purpose:

This committee will be responsible for the coordination of staff, scheduling issues, and the nursing care delivery concerns at North Memorial Health Care. This committee will continue to be known as SAC.

One of the purposes of the Committee shall be to review and discuss staffing matters and to provide direct input to Nursing Administration in formulating staffing policies and making staffing decisions. The Committee may consider issues of mutual interest to the Employer and the Association as may be agreed upon by the parties. The Committee may appoint a task force as it deems appropriate. Such task forces shall include staff nurses with knowledge and expertise in a particular subject being considered.

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

B. Committee Structure:

There shall be established in the Hospital a joint committee of labor and management representatives. This committee shall be composed of an equal number of representatives of the MNA and the Employer. Hospital representatives will include Nursing Executive, Administrative Managers, Nurse Managers, Human Resources, and staffing personnel. Hospital administration may be asked by the Committee to attend. Bargaining unit members will be representatives of staff nurses and Assistant Head Nurses/Unit Shift Coordinators from varied clinical areas. There shall be co-chairs – one designated by the MNA and one by the Employer. The Vice President of Patient Care Services shall be one of the Hospital representatives and must be present whenever nursing care delivery issues are scheduled on the agenda. The MNA NMHC Chairperson of the bargaining unit shall be one of the MNA representatives. The MNA Staff Specialist may attend and participate at the request of either side. Association representatives on this Committee shall be paid at straight time for meeting time spent serving on this Committee.

C. Meetings:

The Committee shall meet monthly and minutes will be kept and distributed to the staff on each unit. Minutes of any task force established by the committee and minutes of internal Hospital Committees, including committees at department levels or unit levels, that are related to the type of changes referred

to in paragraphs (A) and (B) below shall be routinely shared with all members of the Committee.

D. Issues:

Issues related to staffing and scheduling to be covered include, but are not limited to:

1. The Employer shall maintain and use to determine needed nursing staff, a system based on demonstrated patient needs and appropriate nursing interventions. Such system shall provide for the assessment of patient care needs by staff nurses on each unit. In applying such system, equal consideration will be given to immediate needs for staffing based on the judgment of the Registered Nurse on the station unit. Patient classification system issues to be covered by the Staffing Advisory Committee will include determination and modification of the system, inclusion of nurse judgment as criteria, receipt and review of information describing the process of how the system translates into staffing for nursing care, and a review of the system at least annually.
2. A review of patient care activities and identification of non-nursing functions.
3. *Scheduling concerns including, but not limited to, holiday and vacation, scheduling guidelines, on-call guidelines, floating, and overtime concerns.*
4. *Development of a process to utilize Concern for Safe Staffing Reports as an acceptable tool to identify and address professional concerns related to staffing and to improve the staffing and scheduling process.*
5. Define situations when a nurse may be required to work alone on a unit.
6. Routinely review the ability of the registered nurses to be released for breaks. Specific recommendations on guidelines will be presented to Nursing Administration. A report on the status of action by Nursing or Hospital Administration shall be reported at the following meeting and recorded in the minutes for distribution to the units.

E. Acuity System:

Any acuity system put into effect at North Memorial Medical Center will drive appropriate staffing for patient needs.

Bedside nurses will comprise at least fifty percent (50%) of any grassroots committee or meeting regarding an acuity system where parameters for patient care are being decided and recommendations regarding an acuity system are being made. Both parties recognize that some final decisions are made on an organizational level (e.g., Planning Committee, Board)

where this amount of bedside nursing representation will not apply. However, any changes made to an acuity system by these organizational level groups will be brought back to the grassroots committees.

A subcommittee of SAC will be charged to manage the acuity system(s).

1. Appoint staff RN and a Management "Champion" who will co-chair the subcommittee.
2. Develop a system to educate Managers, USC/AHN, and staff RNs on how to use the current acuity system(s).
3. Improve the use and usefulness of the system.

46. NURSING HEALTH AND SAFETY COMMITTEE:

A Nursing Health and Safety Committee exists as a component part of the Hospital's basic Health and Safety Committee. The Nursing Health and Safety Committee shall consist of an equal number of representatives designated by the Hospital and designated by the bargaining unit. The Committee shall consider and develop recommendations on health and safety matters of particular concern to registered nurses including, but not limited to, infectious diseases, chemical hazards, security and physical safety, radiation, and education. **The Committee shall develop a process for creating and maintaining a modified duty work list.** The Hospital will cooperate in providing the Nursing Health and Safety Committee with relevant background information. Recommendations will be sent to the Hospital Health and Safety Committee for action. If those recommendations are not implemented, the Committee may bring the matter to the attention of the Chief Nurse Executive.

In addition to providing access to and copies of the OSHA 200 records and First Report of Injury forms as required by statute or rule and regulations, the Employer will furnish copies of its Right to Know plan and its overall AWAIR plan.

47. HEALTH AND SAFETY:

A. Safety Policy:

It shall be the policy of the Employer that the safety of the nurses, the protection of work areas, the adequate education, necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Employer is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

It shall also be the responsibility of all nurses to cooperate in programs to promote safety to themselves and to the public, including participation on committees, and compliance with rules promulgated to promote safety and a violence-free workplace. This nurse responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

B. Equipment and Facilities:

The Employer will make every reasonable effort to provide nurses with safe and adequate equipment, working environment, and facilities. The employer will continue to provide the needleless system and require the usage of protective syringes.

C. Infectious or Contagious Diseases:

When infectious or contagious diseases are diagnosed or suspected, upon request of the Association, representatives of the Employer shall meet promptly with the Association's Representatives to determine what steps, if any, are necessary to safeguard the health and safety of nurses as well as the patients. A Registered Nurse who may be at risk of exposure to an infectious agent or agents as the result of responsibilities for the care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the Employer according to the Hospital policy and procedure. On admission to all departments, the RN will ask and document on the current admission database if the patient has or has had any exposure to infectious agents, including Hepatitis, HIV/AIDS, or TB. This list is not all-inclusive and additional screening triggers will be reviewed and updated as mutually agreed upon at the Health and Safety Committee.

D. Physical Violence and Verbal Abuse:

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

Employees will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing.

In addition, a registered nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

48. HEALTH PROGRAM:

A. Employment and Annual Physical:

A physical examination including a Mantoux test and, if indicated, a chest x-ray, will be given a nurse within one (1) week of her or his employment and repeated annually without cost to the nurse. The nurse will be given a report of the examination and a confidential record will be kept by the Employer.

B. Hepatitis B Vaccinations:

The Employer will provide, without cost to the nurse, Hepatitis B vaccine to all nurses desiring such vaccine. A nurse will not be required to get such vaccine through her or his personal physician or health clinic. Following completion of the vaccination series, the Employer will, if requested by the nurse, perform a serum antibody titer to verify that immunity has been attained.

C. Paid Time Off After Exposure to Infectious Agents:

A nurse who has suffered an exposure in the workplace to an infectious agent and, as a result, is not permitted to work during an incubation period or other period of time as determined by the Employer or other agency shall be kept whole for loss of salary and benefits including pension and seniority. The nurse will not be required to use her or his sick leave during this period of absence from work.

D. Exposure to Blood or Body Fluids:

Following a job-related exposure to blood or body fluids, the Employer will provide, upon request of and without cost to the affected nurse, screening for AIDS. Such screening shall be done by a reputable independent laboratory and confidential results shall be provided to the nurse. Results shall not be a part of the nurse's personnel or employee health record.

Any policy developed by the Employer relating to the post-exposure management of blood-borne disease shall be consistent with the following:

1. The affected nurse shall be responsible to notify the designated department or personnel as soon after the exposure as is feasible. If consent to test from the patient has not been previously obtained, the Employer policy shall identify the individual or position of the individual responsible to attempt to obtain consent from the patient who was the source of the exposure. The exposed nurse shall not be required to attempt to obtain the consent.
2. If the HIV or HBV status of the source is not known, consent and testing shall be accomplished as soon as possible.
3. Testing of the nurse for HIV and HBV antibodies shall be voluntary except as may be required by law. The confidentiality of the exposed nurse will be maintained at all steps throughout the procedure set forth in the policy. All laboratory work will be obtained, tested, and reported in such a manner that the identity of the exposed nurse is protected to the maximum extent. Test results will be communicated promptly to the exposed nurse and any result will be communicated privately.

4. If the source patient is determined to be HIV positive, refuses to be tested, is high risk, or is unknown, follow-up testing shall be made pursuant to CDC guidelines.
5. The policy and any procedure developed for its implementation shall recognize the potential for significant stress associated with the exposure. The affected nurse shall receive the same support and consideration as would be provided to any other patient or client of the Hospital.
6. The policy shall provide for presentation of information relating to treatment options available. The nurse will be advised at the time of reporting of the exposure of her or his right to utilize the nurse's personal physician.

49. RIGHTS OF THE CHEMICALLY DEPENDENT, PHYSICALLY IMPAIRED, AND THE MENTAL HEALTH IMPAIRED REGISTERED NURSE:

The Employer and the Association are committed to a belief that early recognition and intervention of chemical abuse dependency and physical or mental health impairment is in the best and professional interest of the nurse, of the Employer, and of the public. Chemical dependency shall be treated for all purposes under this contract as a personal illness.

If the Employer has reasonable cause to believe that a nurse is chemically dependent or physically or mentally impaired which has impacted her/his ability to practice safely, the manager will notify Employee Health Services/Human Resources. Health Service/Human Resources will facilitate an investigation at this time. Health Service, the Unit Management, Human Resources, and the MNA Chairperson will meet with the RN. Management will review the information they have with the RN. When appropriate, a referral to the Employee Assistance Program (EAP) will be made.

The Employer may request a chemical, neuro-psych, and/or physical evaluation at this time. The health care professional conducting the evaluation will be jointly agreed upon with the Health Service manager and the RN. This assessment will be paid for by the employer and will generally take place within ten business days. The RN will be placed on paid administrative leave until the evaluation is completed.

If appropriate, a referral for treatment will be made and the health care provider will develop a treatment plan. The RN will be placed on medical leave. During the medical leave, the employer will request the RN to self-report to the Health Professional Services Program (HPSP). If HPSP is unavailable, the Employer and the Association will jointly agree to its successor or another governing body.

A return-to-work agreement will be developed when the RN, MNA Chairperson, Health Care Provider, HPSP, and the Unit Management agree that the RN is ready to return to duty. Accommodations may be made to ensure success upon return to work and accommodate practice restrictions. These may include, but are not limited to, temporary decrease in scheduled hours, shift changes, reduction in shift length, and

schedule accommodations to meet the RN's need to attend therapy or counseling. Only the manager or director may complete the work site monitor report for HPSP. If the diversion of drugs occurred, the RN may be involved in Performance Improvement. Theft of drugs for self-use will not be cause for termination on a first-time offense.

If drug testing is required by HPSP, the option of drug testing in the Employee Health Center (EHC) at North Memorial will be made available. HPSP states that the drug testing fees are the obligation of the RN. If the RN is unable to pay the cost, the EHC will absorb the cost.

The RN is discharged from HPSP upon successful completion of the monitoring agreement without incident. HPSP or the Employer may report violations of the monitoring agreement to the Board of Nursing and terminate the agreement.

50. CHEMICAL DEPENDENCY:

The Employer and the Association are committed to a belief that the early recognition and intervention of chemical abuse and dependency are in the best personal and professional interest of the nurse, of the Hospital, and of the public. To this end, chemical dependency shall be treated for all purposes under this Contract as a personal illness.

A. Chemical Dependency Evaluation:

If the Employer has reasonable cause to believe that a nurse is chemically dependent or the Employer had documentation of counseling the nurse regarding previous behavior patterns, the Employer will refer the nurse to the Hospital Employee Assistance Program. The nurse may, in the alternative, elect to secure a required evaluation by a professional qualified in chemical dependency of the nurse's choice. A nurse may be placed in a paid leave of absence status for work time lost during a period of investigation, chemical dependency assessment, or in the period during which the results of a drug or alcohol test are pending in instances where it is believed to be in the best interest of patient care for the nurse not to continue in active on-duty status. The forgoing is subject to a maximum of five (5) days of paid leave. Unless declined by the nurse, the Employer will make a referral of the nurse to the Minnesota Nurses Association's Peer Support Program for Nurses. The nurse will also be given written information concerning the Peer Support Program and encouraged to initiate personal contact with this program.

B. Drug and/or Alcohol Testing:

Any Hospital that elects to engage in drug and/or alcohol testing for registered nurses shall provide sixty (60) days notice to the Association and shall provide the Association with copies of: (1) Supervisory Guidelines for Drug and Alcohol Testing of Employees in Reasonable Suspicion Cases, (2) Hospital Guidelines for Post-Treatment Program Testing for Alcohol and Drugs, and (3) behavioral observation checklists for use by supervisors. Other relevant information concerning the drug and alcohol testing process will be available to the

Association upon request. The policy shall not be changed during the term of this Contract except by the express written mutual agreement of the parties.

No drug or alcohol testing will be requested by the Employer solely based on a pattern of previous workplace behaviors. A request to the nurse to take a drug or alcohol test as part of an assessment may be made only in the event of observable work-related behavior that is documented at the time the request is made. A decision to request a test from a nurse shall be made by two non-bargaining unit Hospital representatives who have received training regarding implementation of the Hospital's Drug and Alcohol Testing Policy, except where only one such person is available. Under normal circumstances, the request for testing will not be attended by Hospital security personnel.

At the time that a request for a drug or alcohol test is made, the Employer will advise the nurse in writing of her or his rights to the presence of an Association representative and, if the nurse so chooses, will make a prompt, reasonable effort to secure a representative for the nurse and will document those efforts. In addition, the disclosure statement which allows the nurse to advise the Employer with respect to information regarding prescription drugs, non-prescription medications, and other explanations of positive test results prior to testing will include language that informs the nurse that she or he has no obligation to provide such information prior to testing.

The occurrence of a workplace accident or injury will not be considered reasonable cause for testing unless the accident, injury, or the circumstances surrounding either is significant rather than routine.

C. Treatment:

If, following an assessment or evaluation, it is recommended that the nurse receive treatment for chemical dependency, she or he may use the benefits provided by the section related to Sick Leave, Personal Illness, Injury, and Disability, and Insurance Benefits. At conclusion of the leave, the nurse will be returned to work in a position as provided in the section related to leave of absence (personal leave) except that a nurse shall not be returned to a position on a chemical dependency treatment unit until completion of two (2) years of being chemically free. This nurse will be returned to a position of like classification, hours, and pay and may return to the first available position on the chemical dependency treatment unit after the two- (2) year period has passed.

D. Return to Work:

The conditions of the individual nurse's return to work shall be jointly developed by the nurse, hospital representatives, and, unless declined by the nurse, Association representatives. A professional involved in a nurse's treatment program may also participate. An agreement setting forth return to work conditions shall be in writing and shall be retained for protection of the nurse's rights under this Contract. This return to work agreement may include the

testing for drugs and alcohol without prior notice for a period of up to a maximum of two years during and following any referral for chemical dependency counseling or treatment.

E. Discipline:

A nurse shall not be disciplined solely for being chemically dependent nor will a nurse be disciplined solely for refusing a request for which there is not reasonable cause for requesting the test. A nurse may, however, be subject to discipline for action related to the chemical dependency. Any such discipline shall be for just cause as provided in the section related to discipline and shall include consideration of all relevant facts including the relevant facts of the symptoms of chemical dependency. The Employer will agree to defer any investigatory and disciplinary meetings with the nurse until it is determined, in consultation with the treatment professionals, that the nurse is able to fully participate on her or his own behalf.

F. Confidentiality:

Any referral and related records and discussions of the Peer Support Program, the Employer, the Hospital's Employee Assistance Program (including any agency with whom the Employer contracts for employee assistance) shall be completely confidential and not disclosed without authorization of the nurse. Throughout all steps of the drug or alcohol testing procedure, the right to confidentiality of the nurse at the time a request for testing is made may not be disclosed except as permitted by law or used for any purpose other than evaluating the propriety of testing for drugs and alcohol and evaluating the test results. A specially trained physician utilized by the Employer or an outside source shall only report to the Employer the physician's determination whether or not the positive test results are explainable for reasons other than drug or alcohol use and, if requested, the level of drugs or alcohol present in the sample. Information upon which the physician bases this determination shall be available only to the physician and the nurse. By written authorization, the nurse may agree to release the information to a specified Association representative.

G. Training for Designated MNA Representatives:

The Employer shall make the training program it provides to "trained supervisors" or "trained resource persons" prior to implementation of the Drug and Alcohol Testing Policy available to MNA-designated members or provide a similar training program to MNA-designated members. In either event, the training program shall be made available for up to 20 MNA-designated members at each Hospital. The training will be provided on work time and at no cost to the nurse.

The Employer will advise the Association if subsequent training concerning the Hospital's Drug and Alcohol Testing Policy is provided to its "trained supervisors" or "trained resource persons," and the Association may designate

up to twenty (20) members per Hospital who did not receive the prior training to attend. The Association will provide to the Hospital the names of its members who have received training provided by the Hospital and who may be contacted by a registered nurse in conjunction with a request for drug or alcohol testing.

Any controversy arising over the interpretation or application of this provision shall be resolved in accordance with the provisions of the section related to grievance procedure.

H. Information Requests:

The Employer shall provide to the Association summary information regarding the number of nurses tested, the number of positive tests, and the reasons giving rise to the testing. Such information will be provided in such a way as to not disclose the identity of the nurses tested. The Employer will also provide such information with respect to a grievant whose alleged drug or alcohol use or abuse is the subject of a grievance or arbitration proceeding upon receipt of a written authorization to this effect from the grievant. The Employer will provide employee information which is relevant and necessary to the Association for the proper performance of its duties as bargaining agent, to the extent such information does not violate the confidentiality and privacy safeguards of applicable laws.

**NORTH MEMORIAL HEALTH CARE
DRUG AND ALCOHOL TESTING POLICY FOR REGISTERED NURSES**

PURPOSE: North Memorial Health Care is committed to maintaining a work environment which is free from the influence of alcohol and/or illegal drugs to protect the health, safety, and well-being of our patients, employees, and visitors. North Memorial Health Care has, therefore, adopted this Drug and Alcohol Testing Policy for Registered Nurses.

POLICY: North Memorial Health Care prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs while working, while on all premises owned or operated by the Employer, and while operating any Hospital vehicle, machinery, or equipment. It also prohibits reporting for work and working anywhere on behalf of North Memorial Health Care under the influence of alcohol and/or illegal drugs.

Violation of this policy may result in discipline, up to and including discharge. "Illegal drugs" means controlled substances and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for which they were not prescribed or intended.

This policy does not prohibit: (a) the moderate consumption of alcoholic beverages at Hospital-sponsored events, if any, where the Employer has authorized alcoholic beverages to be served and (b) the possession of sealed bottles or cans of alcoholic beverages in employee vehicles on Hospital premises so long as this possession would be in compliance with state law if the vehicle were on a public street.

VOLUNTARY DISCLOSURE: Registered nurses are encouraged to voluntarily disclose the excess use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug- and/or alcohol-related discipline or proceedings. An individual who does so will be granted needed time off for treatment, rehabilitation, or counseling in accordance with the current Contract Agreement. Registered nurses who voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug- and/or alcohol-related discipline or proceedings will not be discriminated against because of this disclosure nor will any information which is disclosed be used as the sole basis for discipline.

SCOPE: This policy is applicable to all registered nurses of North Memorial Health Care and its subsidiaries, except those employees subject to mandatory drug testing by federal law or regulation. Except as to the sale and transfer of alcohol and/or illegal drugs, this policy does not apply to a registered nurse while on Hospital premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

LABORATORY CRITERIA: State law regarding laboratory certification and licensure has changed since the policy was initially drafted and bargained. The first paragraph of the section entitled **FOUNDATIONS FOR TESTING** in the policy should be revised to read as follows:

FOUNDATIONS FOR TESTING: All tests are conducted by a laboratory certified in accordance with state law.

Testing will be requested or required only under the circumstances described below. No test will be sought for the purpose of harassing a registered nurse. All tests are conducted by a laboratory licensed by the State of Minnesota and certified by the National Institute on Drug Abuse. No test will be conducted by a testing laboratory owned or operated by North Memorial Health Care. The laboratory will notify the Employer only of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

1. Reasonable Suspicion – A registered nurse may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the registered nurse: (a) is under the influence of alcohol and/or illegal drugs, (b) has violated the policy statement above, (c) has caused himself/herself or another employee to sustain a personal injury, (d) has caused a work-related accident, or (e) has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident.
2. Treatment Program Testing – The section of the Drug and Alcohol Testing Policy which relates to "treatment program" testing and which is found in the section entitled **FOUNDATIONS FOR TESTING** should be revised as follows:
3. Treatment Program – A registered nurse may be requested to undergo drug and/or alcohol testing if the registered nurse has been referred by North Memorial Health Care for chemical dependency treatment or evaluation. The registered nurse may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following the referral for chemical dependency treatment or evaluation.

NOTIFICATION: Before requesting or requiring a registered nurse to undergo drug and/or alcohol testing, the Employer will provide the registered nurse with a copy of this Drug and Alcohol Testing Policy and provide the registered nurse with an opportunity to read the policy.

RIGHT TO REFUSE TO UNDERGO DRUG AND ALCOHOL TESTING AND THE EFFECT THEREOF: Any registered nurse has the right to refuse to undergo drug and/or alcohol testing. A registered nurse who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action in conformity with the current Contract Agreement. If a registered nurse refuses to undergo drug and/or alcohol testing, no test will be administered.

RIGHTS IN CASE OF A POSITIVE TEST: If the initial result on the drug and/or alcohol test is positive, the sample which was tested will be subject to a second, confirmatory test. No registered nurse will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result which is positive.

If the confirmatory test result is also positive, the registered nurse may be subject to disciplinary action, up to and including discharge, in accordance with the current Contract Agreement and the following:

1. **First Positive Test Result on Confirmatory Test** – A registered nurse will not be discharged based on a first-time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Employer unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.
2. **Subsequent Positive Result on Confirmatory Test** – An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Employer and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Employer may be discharged, so long as a previous positive result occurred within the three preceding years.

If the result of the confirmatory test is positive, a registered nurse has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the registered nurse's expense. Any registered nurse wishing to exercise these rights must do so within five (5) working days. Additional internal appeal mechanisms may be available.

If the initial result of the drug and/or alcohol test is negative or the confirmatory test result is negative, the registered nurse is considered to have satisfactorily completed the drug and/or alcohol test.

ADDITIONAL RIGHTS OF EMPLOYEES: A registered nurse who is requested or required to undergo drug testing will be provided with a copy of the test results upon request. A registered nurse who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

CONFIDENTIALITY: The fact that a registered nurse has been requested or required to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with the Employer's treatment of other private, confidential information concerning employees. Voluntary disclosure by a registered nurse of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug- and/or alcohol-related discipline or preceding will also be treated in a manner consistent with the Employer's treatment of other private and confidential information concerning employees. This information will not be communicated by the Employer to individuals inside or outside of the Hospital without the registered nurse's consent except to those who need to know this information to perform their job functions and as permitted or required by law or regulation.

51. INSURANCE BENEFITS:

A. Hospitalization Insurance:

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

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

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

Effective the first year of this contract, the Employer will pay eighty-seven percent (87%) of the single plus one premium under said insurance program for those nurses electing single plus one coverage. This percentage of payment will change to eighty-four percent (84%) on June 1, 2005, and eighty percent (80%) on June 1, 2006.

2. Part-time nurses meeting the hours requirement in the section related to part-time nurses of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.
3. A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under a pension plan to which a Hospital employer has contributed, shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital at which the nurse was last employed, as said program is provided for in this Agreement, at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

An additional hospitalization insurance provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in the section relating to Layoff (Article 34, Section E) of this Contract Agreement.

4. No change in said insurance program shall diminish overall benefits for nurses.
5. Until such time as an agreement is ratified and implemented or through the terms of this Contract Agreement, whichever is earlier, the following provisions shall be applicable to the Employer's existing Health and Hospitalization Plans:
 - a. Open Enrollment: Open enrollment shall be provided on an annual basis for the Employer's existing plans.
 - b. Appeal Process: Each plan provided by a Hospital shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.
 - c. Pre-Existing Conditions: The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.
 - d. Schedule of Coverage: No change in the Employer's insurance program shall diminish overall benefits for nurses.
6. Regularly scheduled full- and part-time nurses who are participating in the Employer's health and hospitalization insurance program and who transfer to a part-time position not meeting the hours requirement in the section related to part-time nurses or to a casual part-time status, may continue employee and dependent coverage in the group hospitalization and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.
7. Copies of each Summary Plan Description shall be furnished promptly to MNA as well as to all eligible nurses. MNA shall be furnished policies, specifications, and related information upon request.

B. Long-Term Disability:

The Employer shall provide and pay the full cost of a long-term disability insurance program for full-time nurses and regularly scheduled part-time nurses averaging forty-eight (48) compensated hours or more per two- (2) week payroll period. The basic provisions of the plan shall include the following:

1. Nurses shall receive 65% of covered monthly compensation up to a maximum of \$6000 per month of such compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in

this Agreement, including educational increments but excluding all other compensation. Monthly payments shall be offset by any payments arising from the nurse's employment received by the nurse or dependents under the Federal Social Security Act, under the Minnesota Workers' Compensation Act, and under any employer-sponsored pension plan.

2. All long-term disability plans will contain provisions which may allow a disabled nurse to return to work on a reduced work schedule and/or to work intermittently between periods of disability while receiving partial disability benefits.
3. Benefits shall be payable in the event of a nurse's disability as defined in the insurance contract providing the benefits herein. Duration of disability benefits shall be as follows:

Age (at Disability)	Maximum Benefit Payment Period (following Disability Qualifying Period)
Under age 62	To Age 65
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69	1 year

4. Nurses shall be covered by the plan on the first day of the month following the date of employment.
5. Benefit payments will commence after a qualifying period of three (3) months of disability.
6. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the insurance contract and any amendments shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and all eligible nurses.
7. When application is received by the Employer, the Employer shall make available to the nurse the MNA pamphlet "Advocacy Group for Nurses who are Injured, Ill, or Disabled" as may be revised from time to time.

(For additional information, see Article 33, "Leave of Absence," Section A, "Personal Illness, Injury, and Disability," and Article 51, "Insurance Benefits," Section H, "Premiums During Leaves of Absence.")

C. Life Insurance:

The Employer shall provide and pay the full cost of a group term life insurance program for full-time nurses and regular part-time nurses meeting the hours requirement in this Agreement. The Plan shall include the following basic provisions:

1. The amount of coverage shall be **one (1) times the nurse's annual salary or \$50,000, whichever is greater**, for full-time nurses and part-time nurses. **An RN may decline life insurance coverage over \$50,000.**
2. Nurses shall be covered by the plan on the first day of the month following the date of employment.
3. Coverage shall continue to age seventy (70).
4. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the insurance contract and any amendments shall be furnished to the Association and to all eligible nurses.

The nurse will have the option to buy additional life insurance through the hospital plan. The nurse will pay the cost of premiums for their additional coverage or their dependent's coverage.

D. Short-Term Disability Insurance:

The Employer will make a short-term disability plan available for purchase at the nurse's expense.

E. Business Travel Life Insurance:

The Employer will cover registered nurses under a business travel life insurance policy at no cost to the nurse in the minimum amount of \$100,000.

F. Dental Insurance:

The Employer shall provide and pay the full cost of a group term dental insurance program **including orthodontia coverage** for full-time nurses and regular part-time nurses meeting the hours requirement of this Agreement. The plan shall include the following basic provisions:

1. The plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type 1 expenses shall be reimbursed at 80% of the reasonable and customary charge with no deductible; Type 2 expenses

shall be reimbursed at 80% of the reasonable and customary charge with a \$25 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of \$25 per year.

2. All eligible nurses shall be automatically covered by the plan, and nurses hired on and after the effective date shall be covered on the first day of the month following four (4) months of employment with the Employer.
3. Hospital representatives shall meet and confer with representatives of the Minnesota Nurses Association before circulating contract bid specifications and after said bids have been received but before any contract for the program is entered into.
4. The Employer will make a program providing dependent group dental coverage available, the additional premium for such dependent coverage to be paid by the nurse.
5. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

G. Form of Contracts:

The basic form of the long-term disability, life, and dental plans referred to in paragraphs (B), (C), and (F) were previously agreed upon by the parties, and the contracts issued shall be substantially the same as the agreed upon form. Any change from the form of these contracts shall be mutually agreed. Any specification to solicit bids for insurance coverage or any change in specifications or a self-insured plan will be provided to the Association for review in advance of the issuance of any new contract or establishment of a self-insured plan.

The Minnesota Nurses Association will be promptly provided with copies of all long-term disability, life, business travel life, and dental insurance policies and programs, amendments thereto, and Summary Plan Descriptions shall also be provided to all eligible nurses.

H. Insurance Premiums During Leaves of Absence:

The Employer shall continue payment of all insurance premiums in the manner and amount provided in this Section during any leave of absence of thirty (30) days or less.

Nurses on a leave of absence because of inability to work due to illness, injury, or disability shall have premiums paid for a maximum period of twelve (12)

months from the commencement of the absence due to the illness, injury, or disability.

Nurses on a leave of absence due to illness, injury, or disability covered by workers' compensation shall have premiums paid for a maximum period of eighteen (18) months from the commencement of the absence due to the illness, injury, or disability.

During the foregoing periods, the nurse shall remit to the Employer any portion of the insurance premium normally paid by the nurse when actually at work. After the twelve- (12) or eighteen- (18) month period specified above, a nurse may continue employee and dependent participation in the group insurance programs provided in this Section at the group rate at the nurse's expense so long as the nurse continues to be in the employ of the Employer.

(For additional information, see Article 33, "Leave of Absence," Section A, "Personal Illness, Injury, and Disability," and Article 51, "Insurance Benefits," Section B, "Long-Term Disability.")

52. PRE-TAX SPENDING ACCOUNT:

The Employer shall make available or continue to make available to nurses covered by this Contract, a program that enables the nurse to elect to use pre-tax income for payment of certain expenses. Such program shall be available in the same manner as is available to all Hospital employees and shall meet the requirements of Sections 125 and 129 of the IRS Tax Code. The nurse may annually or at the time of a change of life situation (birth, marriage, death, divorce, adoption) designate a specified portion of her or his pre-tax income to be reserved to this program. Allowable expenses include health, dental, and vision insurance premiums paid by the nurse; dependent care expenses necessary to enable the nurse to work; medical, dental, and vision expenses paid by the nurse and not reimbursable under any insurance program; and any other expense allowable under Section 125 of the IRS Code.

So long as the tax laws forbid it, a nurse may not, at the end of the pre-tax income program year, receive in cash any monies designated to the program but not utilized as reimbursement for allowable expenses during the year. One hundred twenty (120) days following the annual anniversary date of the Employer's pre-tax income program year, all designated but not expended money of bargaining unit nurses shall be placed in a Hospital fund to be used to provide education or other benefits to Hospital employees. The Employer shall report in publications to employees the use for which unexpended pre-tax dollars shall be used.

53. TSA 401(k):

Effective January 1, 2005, the Employer will make available to bargaining unit RNs the hospital's 401(k) plan and will institute the following "match" program:

- A. Beginning January 1, 2005, North Memorial will match fifty percent (50%) of the nurse's contribution up to two percent (2%) of his/her annual salary.**

- B. Beginning January 1, 2006, North Memorial will match fifty percent (50%) of the nurse's contribution up to three percent (3%) of his/her annual salary.
- C. Beginning January 1, 2007, North Memorial will match fifty percent (50%) of the nurse's contribution up to four percent (4%) of his/her annual salary.

Effective January 1, 2005, nurses will no longer be able to contribute pre-tax dollars through the hospital to a 403(b) plan. However, nurses will be able to manage and change investment options on their existing 403(b) plans established through the hospital as allowed by the plan.

North Memorial Health Care will not remove or replace a TSA vendor without consulting with the Minnesota Nurses Association. The hospital, upon request of MNA, will agree to meet to review, evaluate, and discuss possible modifications, additions, or improvements of the Hospital's existing TSA programs.

54. **SOCIAL SECURITY:**

The Employer agrees not to take any action which will prevent nurses from being covered by Social Security during the term of this Agreement. If the Employer is considering the filing of a notice under the provisions of 26 USCA Sec. 3121 (k) (1) (D) of the Social Security Act, the Minnesota Nurses Association will be advised of such fact in writing and the parties agree to meet and negotiate with respect to such notice and its effects prior to this filing of any such notice. No notice shall be filed for a period of at least ninety (90) calendar days following the date the Employer gives written advice to the Minnesota Nurses Association that it is considering filing such a notice, and in no event shall the Employer give said written advice to the Minnesota Nurses Association prior to February 1, 1983. Both parties agree to exchange relevant information relating to such negotiations.

55. **BREAKAGE:**

It is not the policy of the Employer to charge nurses for breakage of Hospital property.

56. **AIR CARE:**

A. **Responsibility:**

The AIR CARE Registered Nurse's primary responsibility is to provide direct care to those patients requiring stabilization and transportation to medical facilities.

B. **Outstate Schedules:**

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

C. Metro Schedules:

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

1. These RNs may waive the right to double time pay allowing them to pick up open core needs above their work agreements in Air Care.
2. These RNs agree to report to the North Memorial Medical Center from 7:00 p.m. to 11:00 p.m. if they are not flying or completing a flight in order to be paid at the double time rate.
3. This is not considered floating.
4. These RNs will be entitled to be paid 16 hours of straight time when ill or using vacation.
5. Effective June 1, 2001, the Metro RNs will resubmit their work agreement verifying the actual position. The RNs would also have the permanent option of not working as a CCRT, thus being paid at straight time for the 16-hour shift and eight hours on-premise on-call.
6. This arrangement is permanent and is not subject to revocation by the employer or nurse. The option the RN agrees to will be reflected in her or his work agreement.

D. New Hire Scheduling:

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

E. Shift Differential:

Shift differential pay will start at 7:00 p.m.

F. On-Premise Call:

On-premise call will be paid per contract.

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

the purpose of double time overtime accrual. This will be considered an extended shift and the clock out time will be considered the end of the call back shift. The half hour window addressed above does not apply in this instance.

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

G. Non-Flight Time:

All Metro RNs not involved in a flight would be required to report to the Administrative Manager/Designee if a Hospital Emergency Incident Command System (HEICS) Alert is called.

H. Weekend Obligation:

Weekend obligations will be scheduled in rotation.

I. Overtime Computation:

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

J. Hours Crediting:

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

57. HOME CARE AND HOSPICE:

The parties recognize the need for the Home Health and Hospice Department to continue to be competitive in the Home Health Care market and the parties recognize the unique aspects of a Home Health and Hospice. It is, therefore, mutually agreed that the following changes shall be made to the basic Contract Agreement:

A. Scheduling:

All full-time staff (defined as FTE 1.0) shall be offered the options of working eight (8) hours per day and eighty (80) hours per pay period with overtime paid according to the Articles related to "Hours," "Scheduling," and Posting of Hours or forty (40) hours per week, eighty (80) hours per pay period. Nurses working eight (8) hours per day and eighty (80) hours per pay period shall be paid at the rate of time and one-half (1½) after eight (8) hours per day or eighty (80) hours per pay period.

B. Overtime Computation:

Part-time nurses shall be paid overtime according to a forty- (40) hour workweek. Overtime shall be paid after the 40th hour of work; double time shall be paid after twelve (12) hours of work.

C. Variable Hours:

The Employer and an individual nurse may agree on a position that provides for variable hours of from four (4) through twelve (12) hours work per day and, in such case, overtime shall be based on a forty- (40) hour week.

D. Cross-Trained Nurses:

Cross-trained staff are nurses with primary positions in the Hospital who also work hours in the Home Health and Hospice Department. The current work agreement of all cross-trained staff will continue throughout the term of the Contract Agreement. A cross-trained nurse will receive on-call pay as set forth in paragraph (G) below for on-call duty in the Home Health and Hospice Department.

E. Weekend Premium:

The weekend premium, as set forth in the Weekend section, shall be paid to those nurses hired on and after June 1, 1995, only if such nurses work alternate weekends.

F. Self-Scheduling:

Guidelines for self-scheduling will be mutually developed and implemented. Weekends will be defined through self-scheduling. Scheduling requirements for holidays, vacation, on-call, and weekends will also be specified through these mutually-developed guidelines. Full-time nurses will be offered on a voluntary basis the opportunity to work ten- (10) hour shifts the week following their weekend to work to prevent a seven-day stretch. Full-time nurses will also be able to request and be guaranteed a voluntary low-need day or a vacation day the week following the weekend worked.

G. On-Call:

On-call hours are those hours during which the offices are closed. Any changes in the on-call hours will be reviewed with the Association. On-call pay shall be paid at the rate **one hundred and ten percent (110%) of the federal minimum wage** for each hour of on-call duty. On-call will not be scheduled before or after twelve- (12) hour shifts. The regular rate of pay shall be paid for actual visit time commencing at the time the nurse leaves home until return to the nurse's home **or four (4) hours, whichever is greater**. The regular hourly rate will be paid for all logged time over one (1) hour in telephone consultation in any twenty-four (24) hour period.

H. Per Visit Pay Option:

The opportunity to work on a per visit basis will be offered to casual part-time nurses on a volunteer basis. The rate of pay per visit shall be as follows: Admit Visit - \$64.00; Visit - \$32.00.

Core staffing to meet patient/client volumes will be maintained with regularly scheduled full- and part-time staff positions. Per visit staff will be utilized to assist with staffing needs created by increased volume, illness, leaves of absence, and vacations. The parties agree that regularly scheduled positions will not be replaced by per visit positions. The management agrees to monitor the effect of work that may not be completed by the per visit staff and passed on to regularly scheduled staff and case managers. The Joint Staffing Committee will evaluate the effects of this working model. This will be achieved by monitoring overtime, patient satisfaction surveys, case manager evaluations, incident reports, average visit length, and the overall impact on the regularly scheduled staff.

58. RESIDENTIAL HOSPICE:

The Minnesota Nurses Association and North Memorial Health Care recognize the unique aspects of nursing positions in a Residential Hospice. Therefore, it is mutually agreed that the following changes shall be made to the Basic Contract as it relates to nursing positions for North Residential Hospice:

A. Requirements:

The major overriding factor and consideration for position stability shall be the candidate's ability to meet the requirements for the posted position. Positions shall be granted based on the applicant's work history and the interview evaluation.

B. Duties:

Employees shall work within the scope of their license and generally work within the job description for which they were hired but will need to be flexible to meet the needs of the Residence (e.g., housekeeping, cooking, etc.).

C. Shift Differentials:

Shift differential per contract.

D. Weekend Differentials:

Weekend differential per contract.

E. Charge Differentials:

Charge differential per contract.

F. Scheduling:

The primary function of all scheduling is to meet patient care needs. Holidays, weekends, and shift assignments shall be equally shared among all nursing staff.

G. Definition of Workweek:

All staff shall be on forty (40) hour flex work agreements with overtime being paid after forty (40) hours in a workweek or twelve (12) hours in a day.

H. Cross-Trained Nurses:

Cross-trained staff or staff floating from primary positions in NMHC shall work under the terms of their work agreement as it pertains to the 8/80 rule or flex agreement. All other terms of this Agreement shall apply.

I. Variable Hours Option:

Residence Management and the individual nurse may agree on a position that provides for variable hours of from four (4) through twelve (12) hours of work per day and, in such cases, overtime shall be based on a forty (40) hour workweek.

59. CALL CENTER REGISTERED NURSES:

A. 40 Hour Flex Agreement:

Call Center Registered Nurses will all be on a 40-hour flex schedule agreement. They will be paid overtime if they go over 40 hours in a week or double time if they work over 12 hours in a day (24-hour period).

B. Seniority:

Individuals affected by this change in status from non-bargaining unit to bargaining unit will accrue seniority from January 1, 1997, at which time their job description changed as well as their duties. It is also agreed that current Call Center Registered Nurses will have preference in vacation and work schedules.

60. RETENTION OF BENEFITS:

Any nurse presently employed in the Hospital who, at any time prior to the execution of the Contract, enjoyed greater benefits than the minimums set forth herein, will not have such benefits reduced as long as she or he remains in the employ of the Hospital. Upon her or his leaving the employ of the Hospital, her or his rights to continuance of such benefits will cease. Any nurse employed after the execution of this Contract will receive benefits to the extent set forth in this Agreement.

61. SUCCESSORS OR ASSIGNS:

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

62. LEGALITY:

To the best knowledge and belief of the parties, this Contract Agreement contains no provision which is in violation of federal or state law or regulation. Should, however, any provision of this Contract Agreement at any time during its life be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future federal or state law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

In the event that any provision of this Contract Agreement is rendered inoperative as described in the foregoing paragraph of this Section, the parties shall enter negotiations for the purposes of, insofar as possible, retaining the original intent and effect of any provision affected by such law or regulation.

63. DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2004, through and including May 31, 2007. 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, 2004, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed and, except as otherwise expressly provided, to become effective as of the 1st day of June 2004.

NORTH MEMORIAL HEALTH CARE

By _____
Scott Anderson, President

By _____
Kaye Foley
Vice President, Patient Care Services

MINNESOTA NURSES ASSOCIATION

By _____
Beverly Hall,
Staff Specialist, Labor Relations

By _____
Barbara Gundale, RN – MNA Co-Chair

By _____
Kay Healey, RN – MNA Co-Chair

By _____
Pam Scott, RN – MNA Co-Chair

By _____
Trent Burns, RN – MNA Co-Chair

**APPENDIX A
DENTAL PLAN SPECIFICATIONS
Employee Only Coverage**

- I. Type I Expenses
 - A. Deductible None
 - B. Reimbursement 80%

- II. Type II and III Expenses
 - A. Deductible \$25 per calendar year
 - B. Type II Expenses Reimbursement 80%
 - C. Type III Expenses Reimbursement 50%

- III. Calendar Year Individual Maximum **\$2000.00**

- IV. Orthodontia **50% of cost up to \$2000 individual lifetime maximum**

- V. Service Waiting Period Four (4) months

- VI. Employee Contribution None

**General Schedule of Dental Services
(Reimbursable Expenses)**

- A. Type I Expenses (Diagnostic and Preventive)
 - * Oral examinations
 - * X-Rays
 - * Prophylaxis (cleaning)
 - * Emergency treatment for pain
 - * Fluoride treatments
 - * Space maintainers

- B. Type II Expenses (Basic Services)
 - * Anesthesia
 - * Restorations (Fillings other than gold)
 - * Endodontics (such as pulp capping and root canal therapy)
 - * Periodontics
 - * Maintenance and repair to dentures, fixed bridges
 - * Extractions

- C. Type III Expenses (Major Services)
 - * Gold inlay, crowns, etc.
 - * Prosthodontics (Removable and fixed)
 - Complete dentures
 - Partial dentures

LETTER OF UNDERSTANDING 1
June 2004

The Patient Care Steering Committee is to be restructured as a smaller committee with more bedside nurse representation by September 1, 2004. This committee decides membership parameters for all committees affecting nursing practice.

Signed this ___ day of June 2004.

NORTH MEMORIAL HEALTH CARE

MINNESOTA NURSES ASSOCIATION

Scott Anderson, President

**Beverly Hall
MNA Staff Specialist, Labor Relations**

**Kaye Foley
Vice President, Patient Care Services**

PENSION PLAN NOTE

The Twin City Hospitals Retirement Plan for Registered Professional Nurses represented by the Minnesota Nurses Association, previously established as a result of negotiations between the Minnesota Nurses Association and the participating Hospitals, has been amended. The Plan is now known as Twin City Hospitals / Minnesota Nurses Association Pension Plan.

The Pension Plan is funded by the Hospitals without nurse contributions. The instruments for the plan are kept for your inspection at each participating Hospital and at the Minnesota Nurses Association office. A summary plan description is available from Wilson McShane Corporation.

The plan, as amended, provides for certain rules relating to when a nurse becomes a participant in the plan, how benefits are accrued under the Plan, how benefits may be lost by a break in service, and how benefits may be vested.

When considering dates for a leave of absence or termination of employment, it is important that you specifically check with one of the offices listed below to determine the effect that a leave of absence or termination may have on your eligibility for benefits under the plan. This Pension Plan Note and the summary plan description represent only a summary of plan provisions. In all events, the legal documents are controlling.

If you have questions, be sure to contact one of the following offices:

Wilson McShane Corporation
(Plan Administrator)
2850 Metro Drive #404
Bloomington, MN 55425
952-854-0795 / 800-535-6373

MINNESOTA NURSES ASSOCIATION
1625 Energy Park Drive
St. Paul, MN 55108
651-646-4807 / 800-536-4662

YOUR HOSPITAL PERSONNEL OFFICE

NORTH MEMORIAL MNA SALARY SCALE 2004 - 2006

STAFF NURSE

STEP	YEAR 1 - 2004			YEAR 2 - 2005			YEAR 3 - 2006		
	ASSOC.	BSN	MASTERS	ASSOC.	BSN	MASTERS	ASSOC.	BSN	MASTERS
Start	\$23.45	\$24.30	\$25.10	\$24.38	\$25.27	\$26.10	\$25.36	\$26.28	\$27.14
1	\$24.93	\$25.80	\$26.67	\$25.92	\$26.83	\$27.74	\$26.96	\$27.90	\$28.85
2	\$25.97	\$26.88	\$27.78	\$27.01	\$27.95	\$28.90	\$28.09	\$29.07	\$30.05
3	\$27.00	\$27.94	\$28.89	\$28.08	\$29.06	\$30.04	\$29.20	\$30.22	\$31.24
4	\$28.01	\$28.99	\$29.97	\$29.13	\$30.15	\$31.17	\$30.30	\$31.36	\$32.42
5	\$28.86	\$29.87	\$30.89	\$30.02	\$31.07	\$32.12	\$31.22	\$32.31	\$33.41
6	\$29.73	\$30.77	\$31.81	\$30.91	\$32.00	\$33.08	\$32.15	\$33.28	\$34.40
7	\$30.92	\$32.00	\$33.09	\$32.16	\$33.28	\$34.41	\$33.45	\$34.62	\$35.79
8	\$31.22	\$32.31	\$33.40	\$32.47	\$33.60	\$34.74	\$33.76	\$34.95	\$36.13
9	\$32.41	\$33.55	\$34.68	\$33.71	\$34.89	\$36.07	\$35.06	\$36.29	\$37.51
10	\$33.29	\$34.45	\$35.61	\$34.62	\$35.83	\$37.04	\$36.00	\$37.26	\$38.52
12	\$33.95	\$35.13	\$36.32	\$35.30	\$36.54	\$37.78	\$36.72	\$38.00	\$39.29
15	\$35.05	\$36.28	\$37.50	\$36.45	\$37.73	\$39.00	\$37.91	\$39.24	\$40.56
20	\$35.55	\$36.80	\$38.04	\$36.98	\$38.27	\$39.56	\$38.45	\$39.80	\$41.15
25	\$36.45	\$37.72	\$39.00	\$37.90	\$39.23	\$40.56	\$39.42	\$40.80	\$42.18

ASSISTANT HEAD NURSE

STEP	YEAR 1 - 2004			YEAR 2 - 2005			YEAR 3 - 2006		
	ASSOC.	BSN	MASTERS	ASSOC.	BSN	MASTERS	ASSOC.	BSN	MASTERS
Start	\$25.80	\$26.72	\$27.60	\$26.83	\$27.79	\$28.71	\$27.90	\$28.90	\$29.86
1	\$27.41	\$28.36	\$29.32	\$28.50	\$29.50	\$30.50	\$29.64	\$30.68	\$31.72
2	\$28.60	\$29.60	\$30.60	\$29.75	\$30.79	\$31.83	\$30.94	\$32.02	\$33.10
3	\$29.68	\$30.72	\$31.76	\$30.87	\$31.95	\$33.03	\$32.11	\$33.23	\$34.35
4	\$30.82	\$31.90	\$32.97	\$32.05	\$33.17	\$34.29	\$33.33	\$34.50	\$35.67
5	\$31.71	\$32.82	\$33.93	\$32.98	\$34.13	\$35.29	\$34.30	\$35.50	\$36.70
6	\$32.69	\$33.83	\$34.97	\$33.99	\$35.18	\$36.27	\$35.35	\$36.59	\$37.83
7	\$34.01	\$35.20	\$36.39	\$35.37	\$36.61	\$37.85	\$36.78	\$38.07	\$39.36
8	\$34.34	\$35.54	\$36.74	\$35.71	\$36.96	\$38.21	\$37.14	\$38.44	\$39.74
9	\$35.64	\$36.88	\$38.13	\$37.06	\$38.36	\$39.66	\$38.54	\$39.89	\$41.24
10	\$36.57	\$37.85	\$39.13	\$38.03	\$39.37	\$40.70	\$39.56	\$40.94	\$42.32
12	\$37.33	\$38.63	\$39.94	\$38.82	\$40.18	\$41.54	\$40.37	\$41.79	\$43.20
15	\$38.54	\$39.88	\$41.23	\$40.08	\$41.48	\$42.88	\$41.68	\$43.14	\$44.60
20	\$39.09	\$40.46	\$41.83	\$40.66	\$42.08	\$43.50	\$42.28	\$43.76	\$45.24
25	\$40.08	\$41.48	\$42.88	\$41.68	\$43.14	\$44.60	\$43.35	\$44.87	\$46.38

CODE OF ETHICS FOR NURSES

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving healthcare environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

October 2001