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2004-2007
CONTRACT AGREEMENT

between

HEALTHEAST CORPORATION
Bethesda Rehabilitation Hospital
St. John's Hospital
St. Joseph's Hospital

and Jun 1, 2004 - May 31, 2007

MINNESOTA NURSES ASSOCIATION

* *

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 the contracting Hospitals of HealthEast Corporation. 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 educational credits 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 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 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 Minnesota Nurses Association and the respective Hospitals. These Committees are to consider nursing care delivery, staffing and scheduling, health and safety. 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.

The HealthEast Hospitals 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 HEALTHEAST HOSPITALS

102 pages

DEFINITIONS

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

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

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

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

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THIS AGREEMENT is made and entered into by and between the HealthEast Hospitals and the Minnesota Nurses Association.

1. RECOGNITION:
The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses and assistant head nurses employed in the Hospital.

2. EDUCATIONAL DEVELOPMENT:
It is the mutual purpose of Minnesota Nurses Association and the Hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. To this end, salary increments for educational advancement are provided for in Section 4, Paragraph B. of this Agreement. Provision has also been made in Section 15 for appropriate leaves of absence for educational purposes.

   A. Tuition Reimbursement: The Hospital shall pay the nurse one hundred percent (100%) reimbursement of tuition and required fees and books up to two thousand dollars ($2,000.00) per year for educational course work at an accredited institution under the circumstances listed below. An additional $1,000 per year is available for educational course work in pursuit of a Bachelor of Science in nursing, Bachelor of Arts in nursing or Masters Degree in nursing from an accredited institution.

      1. The Clinical Director or Manager must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.

      2. The nurse must sign a certificate that she or he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. If a nurse fails to continue or return to work for at least one (1) year, the repayment shall be prorated based on the amount of time the nurse

continues to work for the Hospital. 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 Hospital any reimbursement which would otherwise be required to be repaid.

3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the nurse shall repay the Hospital any reimbursement she or he has been paid hereunder to the extent that she or he does not continue to or make herself or himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.

4. Nurses who are regularly scheduled to work at least thirty-two (32) hours per two (2) week pay period are immediately eligible for participation in tuition reimbursement program at time of hire.

B. Schedule Accommodations: A nurse making satisfactory progress toward completion of a nursing or related degree may temporarily reduce hours in a manner that is mutually agreed between the Hospital and the nurse in order to accommodate completion of the degree.

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

C. Workshops, Courses, and Other Educational Programs: A nurse may use up to $450.00per year of the amount provided in this Section for workshops, courses, and other types of educational programs that are:

1. Part of a plan to prepare the nurse for a second clinical service. The nature of the program shall be determined by agreement between the nurse and Hospital, taking into account the Hospital's needs and the nurse's interest. Nurses participating in such program shall receive reimbursement for approved courses taken there under upon satisfactory completion of the workshop, course, or educational program. Nurses so participating shall be given preference in floating to the secondary clinical area and agree to float to such area as needed.

   Participation in the program shall be voluntary and completed on the nurse's own time. The provisions of this subsection shall be applicable only to nurses regularly working at least thirty-two (32) hours per two (2) week pay period at the time of the agreement between the nurse and the Hospital, or

2. Preparing for national certification for the nurse's area of practice. (A list of currently recognized certification programs is attached as Appendix C), or

3. Related to complementary therapies that may enhance the nurse's skills, or

4. Related to the nurse's clinical area of practice.

5. Casual nurses who work six (6) shifts more than the current contractual requirements during the period of 2300 on the Wednesday preceding Thanksgiving through 0700 on January 2, shall be eligible to receive a $200.00 workshop benefit to use for workshops attended during the 12-month period following January 2. If a casual nurse moves into a benefit-eligible position, the nurse will receive the full contractual workshop benefit, not to exceed $450.00.

D. Required Education Subsequent to Employment: Any education required by the Hospital inclusive of preparation, testing or demonstration, subsequent to employment, shall be provided during hours compensated, pursuant to the Contract Agreement and with the expenses there of paid by the Hospital. For more information refer to HENSA policy E1 attachment.

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.

3. 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 work day 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 work day shall be paid at one and one-half (1 1/2) 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 (1 1/2) 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 (1 1/2) 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.

No nurse shall work more than sixteen and one-half (16-1/2) continuous hours.

B. Breaks: A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she or he will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (1/2) hour and if a nurse does not receive this meal break she or he will be paid for the additional one-half (1/2) hour on duty time as provided in Section 3, Hours. 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 meal break.

C. Scheduling: The general pattern of scheduling will be as follows:

1. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.

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

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

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

5. Nurses shall not be scheduled to work more than seven (7) consecutive days without the nurse's consent.

6. Effective September 1, 1998, scheduled Registered Nurses may utilize casual part-time Registered Nurses to cover additional paid time off.

Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the nurse concerned or in cases of emergency or unavoidable situations where the application of the general patterns would have the effect of depriving patients of needed nursing service.

D. Bonus for Extra Unscheduled Weekend Shifts. Full-time and regularly scheduled part-time nurses who work more weekend shifts than the alternate weekends as authorized under Section 3 C. (1) of this Contract Agreement shall be paid an additional one hundred dollars ($100.00) for each full nonscheduled weekend shift. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours.

EWP RNs will receive a weekend bonus for any weekend shifts worked above their work agreement.

E. Split Shifts: The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Hospital.

F. Shifts Less Than Eight 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 Hospital to work shifts of less than eight (8) hours shall be made and revoked in a manner consistent with Section 3 D. (1).

Shift differential shall be paid for all hours between 7:00 p.m. and 7:00 a.m. or for any shift beginning at or after 3:00 p.m.

G. A nurse who is called to work an unscheduled shift and who is called not later than one-half (1/2) 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.

H. Flexible Work Schedules: The Hospital 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:

1. 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 Hospital shall retain written documentation that a nurse has agreed to a flexible work schedule and of 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 Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours. Provided, however, that in no event shall more than six (6) weeks' notice of revocation be required.

2. The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1 1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3 A. 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 work day shall be paid at the rate of time and one-half (1 1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time.

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

4. Sick leave shall be accrued at a rate proportionate to that specified in Section 10 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 Section 9 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 Section 9.

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.

5. The Hospital 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.

There shall be no discrimination by the Hospital 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 Hospital 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. Alternative Weekend Schedules: Hospital may establish flexible scheduling plans providing work schedules of only two twelve (12) hours shifts every 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 3 J. shall be subject to the following conditions:

1. Unless otherwise expressly modified by this subsection I., the provisions of Section 3 H. Flexible Work Schedules shall be fully applicable to the Alternative Weekend Schedules.

2. Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 7:00 p.m. Friday and 7:00 a.m. Monday.

3. A nurse electing this program will be scheduled to work two twelve (12) hour shifts on consecutive days during the forty-eight (48) hours period on every weekend. The nurse will receive thirty-six (36) hours of pay at the nurse's regular rate of pay for this twenty-four (24) hours of work.

4. A nurse working two (2) twelve (12) hour weekend 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.

5. For purposes of Section 16 D. 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) hour weekend shift, the nurse will receive one and one-half (1 1/2) hours of pay for each hour worked on the partial

shift and, in accordance with Section 16 B., will be given one and one-half (1 1/2) hours credit toward benefits for all hours lost.

6. Vacation and sick leave used shall be paid and be 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.

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

8. Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.

9. Section 3 D. relating to the Weekend Bonus and Section 4 L. relating to the Weekend Premium, and Section 4 J. relating to Shift Differential, shall not apply to the two (2) twelve (12) hour shifts for which a nurse is normally scheduled; but will apply to any additional weekend shifts a nurse agrees to work.

10. The basic work week for nurses on the Alternative Weekend Program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1 1/2) 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 work day shall be paid time and one-half (1 1/2) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate the double (2) time.

11. 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 Section 3 H. above.

12. A nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 3 H. 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 Hospital shall likewise give a nurse notice of equal length in the event the Alternative Weekend Program were discontinued. 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. If Alternative Weekend Schedules are otherwise discontinued, the nurse, in a manner consistent with Section 38 B., 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.

13. A nurse participating in this Alternative Weekend Program may, with Hospital 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) hour shift between 7:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section 3 I. 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.

J. HealthEast Scheduling Plans
Plan #1: Flexible Scheduling Plan in lieu of benefits (FSP)
Plan #2: (Every) Weekend Plan with benefits option (EWP)

Follow up evaluation and monitoring will occur through HealthEast/Minnesota Nurses Association Labor/Management .

Plan #1: Flexible Scheduling Plan In Lieu Of Benefits (FSP)

Definition: HealthEast Flexible Scheduling Plan nurse - applies to any nurse employed by the Hospital to supplement its full-time, regularly scheduled part-time, and casual staff as needed. These nurses work without benefits for a higher rate of pay. The Labor Agreement applies except as stated in these guidelines.

Eligibility:

1. Any Registered Nurse who has one year of recent acute care experience and agrees to receive the higher rate of pay in lieu of benefits.
2. Flexible Scheduled nurses must not hold any other benefit eligible position within HealthEast or work for HealthEast through an outside agency.
3. Flexible Scheduled pay rates will begin after completion of orientation. During orientation the orientation rates apply.
4. FSP Registered Nurses must maintain MNA membership, paying dues.
5. FSP nurses are eligible for pension benefit credit each year after working 1,000 hours.
   Exception: After 10 years of credited pension service with any hospital participating in the pension plan, the (1,000) hour requirement is reduced to 832 hours (refer to Pension Plan Service Crediting for more information.)
6. The FSP Registered Nurse is not eligible for any other bonus plans.
7. Seniority hours will accrue.

Guidelines:

1. FSP Registered Nurses will pick up open shifts because of special rate of pay. Special rates would apply to evenings, nights and weekend off shifts. These rates will apply for call hours worked.
2. FSP Registered Nurses are expected to pre-schedule a minimum of six (6) off shifts per four (4) week work schedule including two (2) weekend shifts or a minimum of sixteen (16) hours on weekend shifts (per guidelines). It is up to the FSP Registered Nurse to notify the staffing office of their availability to work. The

required shifts will be scheduled prior to the implementation of the hours, after regularly scheduled Registered Nurses have been offered open shifts. While six (6) shifts represent the required commitment, there is no guarantee that each FSP Registered Nurse will be scheduled for the six (6) shifts each schedule.

3. Each FSP Registered Nurse is expected to be available to work at least two (2) holidays as follows: (One from each group)

   Group 1: One (1) shift during the thirty-two (32) hour Holiday period for Christmas (1500-2330 or 2300-0700) on December 24th, 1500-2330 or 2300-0700 on December 25th, or 2300-0700 the night before Thanksgiving, Thanksgiving 1500-2330 or 2300-0700 (2300-0700 the night of the Thanksgiving holiday does not qualify for Holiday pay).

   Group 2: One of the holidays - New Year's 1500-2330 or 2300-0700 December 31st, of 1500-2330 on January 1st. Easter, Memorial Day, July 4th, Labor Day.

   Holiday hours will be paid at the hourly rate as determined on the pay scale. Working the holiday will count towards one of the FSP Registered Nurse's work required shifts.

4. A FSP Registered Nurse's commitment for the higher rate of pay is her/his flexibility including being first to float and being first to be canceled. Any variance from this will require documenting by the supervisor or Clinical Director and sent to be reviewed by the appropriate Staffing Advisory Committee.

5. FSP Registered Nurse positions will be posted and given to bargaining unit Registered Nurses currently employed by the hospital before outside applicants provided the internal Registered Nurse meets requirements.

6. The hospital shall provide the written confirmation of the Registered Nurse's employment understanding which confirms the hourly rate of pay and the work requirement. This confirmed employment understanding shall not be changed without the consent of the Registered Nurse.

7. Any currently employed Registered Nurse who transfers into the FSP shall retain all accrued sick leave and shall not continue to accrue sick leave while working as a FSP Registered Nurse. This accrued sick leave cannot be used while in FSP status.

8. A current Registered Nurse employee who transfers into the FSP shall receive pay out for all vacation hours at their current rate of pay prior to the status change. Pay out will occur at time of transfer to new job class

9. FSP Registered Nurses will be hired into area of expertise, i.e. Med/Surg, Behavioral Care, ER, Critical Care-Med/Surg, Maternal/Child Health, based on current skill level and hospital need. Primary consideration shall be the qualifications to perform the duties of the position.

10. FSP Registered Nurses new to HealthEast will receive the HealthEast/Site orientation, at the applicable orientation rate of pay. FSP Registered Nurses will be accountable for satisfactory completion of unit specific competencies. FSP Registered Nurses, who are not current HealthEast bargaining unit members will receive MNA orientation.

11. FSP Registered Nurses shall be expected to perform satisfactorily as a general duty R.N. on the unit to which he/she is assigned. A FSP Registered Nurse will not routinely be assigned charge nurse responsibilities. FSP Registered Nurses who act in a charge nurse capacity will receive charge pay.

12. FSP Registered Nurses shall be evaluated in accordance with existing policy for Registered Nurse evaluations.

13. The regular work day is eight (8) hours, nurses may meet their eight (8) hour obligations through four (4) hour blocks to supplement the schedule upon mutual agreement. In the event that a unit utilizes twelve (12) hour shifts, the FSP Registered Nurse may be scheduled for twelve (12) hours upon mutual agreement.
14. A FSP Registered Nurse may be canceled with a minimum of two (2) hours advance notice of any shift for which the R.N. has agreed to work. However, the canceled shift will be counted toward the commitment of six (6) shifts per four (4) week schedule. Cancellation of Registered Nurses will be based on seniority, dependent on skill need and canceled in this order:

Outside Agency Nurses

Double Shift:

- HealthEast FSP time ½
- Casual with bonus
- EWP with bonus*
- Regularly scheduled staff with bonus
- Casual
- EWP
- Regularly Scheduled Staff

Overtime Shift (time and one-half):

- HealthEast FSP time ½
- Casual with bonus
- EWP with bonus *
- Regularly scheduled staff with bonus
- Casual
- EWP
- Regularly scheduled staff

Straight Shifts:

- HealthEast FSP nurses
- Casual nurses with bonus shift
- EWP with bonus *
- Part- time nurses with bonus shift
- Casual nurses
- EWP
- Regularly scheduled staff

* EWP RNs will receive a weekend bonus for any weekend shift worked above their work agreement.

Pick up of available open shifts will occur in reverse order of cancellation.

15. A FSP Registered Nurse may trade scheduled hours with a regularly scheduled R.N. provided it is an even hour exchange (i.e. Eve for Eve, Night for Night).
16. FSP Registered Nurses who have been scheduled may not cancel themselves without approval of the Clinical Director or Manager.
17. If it is determined that the FSP Registered Nurse is not needed and has arrived at the hospital, the FSP Registered Nurse will receive four (4) hours of pay. This

applies to situations in which the decision not to use the R.N. is made minutes prior to the beginning of the shift and the R.N. has left home prior to the decision. It will be counted toward a worked shift.

a) The four (4) hour payment does not apply to the late cancellation of a scheduled double shift.

b) The four (4) hour payment does not apply if the decision to cancel has been made and attempts to notify the staff have been unsuccessful.

18. Call shifts do count toward employee's responsibility of six (6) shifts per four (4) week schedule, at applicable off-premise call rate of pay. If called in to work the minimum four (4) hours of pay will apply for call worked at FSP straight rate of pay.

19. FSP Registered Nurses will be paid time and one-half (1-1/2) for hours worked in excess of eight (8) hours in a day or eighty (80) hours in a pay period if they are scheduled for eight (8) hour shifts. FSP Registered Nurses will be paid time and one-half (1-1/2) for hours worked in excess of forty (40) hours per week if they are scheduled for twelve (12) hour shifts. In both situations, hours worked in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time. Overtime calculations for FSP RNs are based on the current base rate of pay.

20. FSP Registered Nurses will be paid mileage and work time when traveling from one HealthEast site to another if required to travel from one HealthEast site to another during work hours.

21. The FSP Registered Nurses will be available to regularly scheduled staff to cover paid benefit time off provided the requirements have been met and this does not exceed eight (8) shifts per year per FSP Registered Nurse. This option can be utilized if only regularly scheduled staff have been queried.

22. The formation of a FSP will not alter the structure or requirements of the current casual pool. Participants will be limited to a number of FSP nurses equivalent to five percent (5%) of the total bargaining unit Registered Nurses. No FTE will be shifted to the FSP.

23. The Staffing Advisory Committees will be charged with resolving the administrative details of this program and initiate program start-up.

24. Any bargaining unit Registered Nurse possibly disadvantaged by a break in this policy and/or MNA contract Agreement concerning an FSP Registered Nurse, will initiate the grievance procedure, all applicable contract language will apply.

25. The Minnesota Nurses Association will be the sole representative of all professional staff Registered Nurses and Assistant Head Nurses in the hospital. All FSP Registered Nurses will be included in the MNA HealthEast bargaining unit. The Association will be given notice of all new FSP Registered Nurse employees.

WAGE TABLE: FLEXIBLE SCHEDULING PLAN IN LIEU OF BENEFITS (FSP)

Effective pay period beginning closest to June 1, 2004

	APPLICABLE HOURS	RN EVENINGS	RN NIGHTS
WEEKDAYS* (Evenings & Nights)	1500-2330 and 2300-0700 Monday - Thursday	$41.00	$43.00
WEEKENDS*	1500 Friday - 0700 Monday	$44.00	$46.00
HOLIDAYS** (Requirements in Guidelines)	Holiday rates apply for hours worked on holidays outlined in the contract.	$51.00	$51.00
ORIENTATION	All Hours	$34.00	$34.00

* Weekend day and weekday shifts will only be scheduled through the staffing office 24 hours or less prior to the shift. (Weekday rate $34.00, Weekend day rate $37.00, day orientation rate $34.00).

** Additional holiday shifts may be scheduled through the staffing office after the schedule (including that holiday) is posted. (Holiday day rate $41.00).

FSP rates can be reviewed by Labor Management Committee during the term of this contract.

Plan #2: Every Weekend Plan With Benefits Option - (EWP)

Definition: HealthEast Every Weekend Plan nurse - applies to any nurse employed by the Hospital to supplement its full-time, regularly scheduled part-time, and casual staff as needed, by fulfilling a higher rate of pay with benefits weekend agreement. The Labor Agreement applies except as stated in these guidelines.

Eligibility:

1. Any Registered Nurse who has one year of recent acute care experience and agrees to work for a higher rate of pay and benefits every weekend.
2. EWP Registered Nurses must maintain MNA membership, paying dues and getting seniority hours.
3. For new hire EWP Registered Nurses pay rates will begin after completion of orientation. During orientation, the orientation rates apply.
4. Seniority hours will accrue.

Guidelines:

1. EWP Registered Nurse positions will be posted and given to bargaining unit Registered Nurses currently employed by the hospital before outside applicants unit, provided the internal R.N. meets requirements.
2. Design schedule of:
   - Eight (8) hour shifts on every weekend with benefits and a different rate of pay.

     OR
   - Twelve (12) hour shifts on every weekend, with benefits and a different rate of pay.
   - The EWP Registered Nurse would get a weekend off every six (6) weeks. The EWP Registered Nurse would have the option to pick up shifts during the week at the standard rate of pay (reminder - this may be necessary to maintain pension earnings).
3. An EWP Registered Nurse electing to work this program will be scheduled to work:
   - Two (2) eight (8) hour shifts on every weekend

     OR
   - Two (2) twelve (12) hour shifts on every weekend.

- Applicable benefits and seniority hours will accrue at the level of actual hours worked.
- Additional shifts may be picked up at the applicable rate of pay.

4. Every weekend schedules developed under this program shall be between 1500 Friday through 0700 Monday. The EWP Registered Nurse will work all holidays falling on their scheduled weekend to work. Holiday rates will apply.
5. The EWP Registered Nurses work for a higher rate of pay with Weekend Premium built into the rate of pay.
6. EWP Registered Nurses will be paid time and one-half (1-1/2) for hours worked in excess of eight (8) hours in a day or eighty (80) hours in a pay period if they are scheduled for eight (8) hour shifts. EWP Registered Nurses will be paid time and one-half (1-1/2) for hours worked in excess of forty (40) hours per week if they are scheduled for twelve (12) hour shifts. In both situations, hours worked in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time.
7. EWP RNs will receive a weekend bonus for any weekend shift above their work agreement.
8. An EWP Registered Nurse may revoke her or his consent to an every weekend schedule pursuant to this program by giving written notice in accordance with all applicable contract language that pertains. The EWP Registered Nurse shall be entitled to return to an open available position for which the Registered Nurse is qualified and which has an equal number of hours per payroll period as the Registered Nurse had prior to electing the EWP.
9. A Registered Nurse participating in this EWP may, with Hospital approval, trade hours with a Registered Nurse who is not on an Every Weekend Plan. Each Registered Nurse involved in the trade will be paid at that Registered Nurse's applicable rate of pay. An EWP Registered Nurse who trades hours with another R.N. who is scheduled to work an eight (8) hour shift between 1500 Friday and 0700 Monday shall continue to receive pay as set forth by all applicable contract language that will pertain. An EWP Registered Nurse who trades hours with another Registered Nurse who is scheduled to work a twelve (12) hour shift between 1500 Friday and 0700 Monday shall continue to receive pay as set forth by all applicable contract language that applies. Any Registered Nurse who agrees to work a scheduled shift for a R.N. on an EWP shall be paid at the rate of pay the Registered Nurse would otherwise receive for weekend work.
10. Participants will be limited to a number of EWP Registered Nurse's equivalent to eight percent (8%) of the total bargaining unit Registered Nurses.

11. RNs with multiple contract jobs follow the holiday work obligations of their primary job (job #1).

WAGE TABLE: EVERY WEEKEND PLAN WITH BENEFITS (EWP)
Effective pay period beginning closest to June 1, 2004

Job #1 - EWP rate of pay (25% above standard rate scale, weekend premium is included in this rate)
Job #2 - paid at standard scale

	APPLICABLE HOURS	DAYS	RN EVENINGS	RN NIGHTS
WEEKDAYS	0700 Monday-1500 Friday	Job #2 rate of pay	Job #2 rate of pay plus shift differential	Job #2 rate of pay plus shift differential
WEEKENDS	1500 Friday-0700 Monday	Job # 1 rate of pay	Job #1 rate of pay plus shift differential	Job #1 rate of pay plus shift differential
HOLIDAYS				
WEEKEND HOLIDAYS	Per contract guidelines	Job #1 rate of pay plus holiday premium	Job #1 rate of pay plus holiday premium plus shift differential	Job #1 rate of pay plus holiday premium plus shift differential
WEEKDAY HOLIDAYS	Per contract guidelines	Job #2 rate of pay plus holiday premium	Job #2 rate of pay plus holiday premium plus shift differential	Job #2 rate of pay plus holiday premium plus shift differential
ORIENTATIO N	All Hours	Job #2 rate of pay	Job #2 rate of pay plus shift differential	Job #2 rate of pay plus shift differential

4. 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 the pay periods beginning closest to June 1, 2004, June 1, 2005 and June 1, 2006 shall be shown on Charts A, B and C.

B. Educational Increments: Commencing at the time of verification to the Hospital, a nurse will receive an additional twenty dollars ($20.00) monthly increment, as indicated on Charts A, B and C, when she or he has been employed continuously or credited for salary purposes with length of employment equal to at least three (3) years and has completed, in addition to the minimum associate degree or diploma nursing program, at least six (6) quarter credits of college work in nursing or allied fields.

Commencing at the time of verification to the Hospital, a nurse will receive an additional twenty dollars ($20.00) monthly increment, as indicated on Charts A, B and C, when she or he has been employed continuously or credited for salary purposes with length of employment equal to at least six (6) years and has completed, in addition to the minimum associate degree or diploma nursing program, at least twelve (12) quarter credits of college work in nursing or allied fields.

Nurses employed after May 31, 2001, will not be eligible to receive educational increments as provided in this Article.

Workshops and/or institutes may be substituted for one-half (1/2) of the credit requirements of the three (3) and six (6) year educational increments. One (1) day at a workshop will be equal to one-half (1/2) credit providing an acceptable written report is made to the Director of Nurses. One-half (1/2) of the credits required for each of these educational increments must be earned in college work.

Workshops or institutes attended prior to March 1, 1949 will not be recognized for credit for the three (3) year increment referred to above; and workshops or institutes attended

prior to June 1, 1958 will not be recognized for credit for the six (6) year increment referred to above.

Salary credit shall not be given for any courses, workshops or institutes which in the future may be required by the Minnesota State Board of Nursing as a condition to maintaining current licensure and are completed by a nurse in satisfaction of meeting said minimum requirements.

C. Recognition of Prior Experience: Upon the employment by the Hospital 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 Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4 of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital.

D. 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 at 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(s). Seniority for purposes of Section 16, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.

E. Confirmation of Work Agreement: The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. This confirmation shall include her or his salary and increment level, including the credit assigned for such prior work experience; the number of hours per payroll period for which the nurse is being employed, and shift rotation to which the nurse will be assigned. This confirmed employment understanding shall not be changed without consent of the nurse.

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

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

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

- overtime to cover vacations and holidays
- overtime to cover projects and committee work
- overtime and replacement time to cover sick leave, acuity and census use of casuals and temporary agency nurses

- consistent use of additional hours beyond the work agreement on a pre-scheduled basis
- consistent variance between budgeted FTEs and actual FTEs

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

If resolution does not occur within a pre-determined period of time, the nurse may use the grievance process.

F. Relieving a Clinical Director or Manager: When a staff nurse performs the duties of a Clinical Director or 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.

G. Charge Differential: A nurse recognized by the Hospital to be acting in an authorized charge (or equivalent) capacity on any shift of work for at least four (4) hours shall be paid an additional two dollar ($2.00) per hour for all hours worked in that capacity.

H. Service Leader: A nurse functioning in the capacity of Operating Room Service Leader will be compensated at a rate of two dollars ($2.00) per hour for all hours worked up to eighty (80) hours (excluding on-call hours).

I. Preceptor: A nurse functioning as a preceptor will be compensated at a rate of one dollar and fifty cents ($1.50) per hour while working in the capacity of a preceptor.

J. 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 Hospital and the Association. The Hospital will notify 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.

K. 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 and educational increments.

L. Shift Differential: Nurses working the evening or night shifts shall be paid a shift differential at the rate of one dollar and fifty cents ($1.50).

Regularly scheduled nurses (not casual nurses) who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid two dollars and fifty cents ($2.50) per hour.

Regularly scheduled nurses (not casual nurses) who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid four dollars ($4.00) per hour.

No premium will be paid for an eight (8) hour shift ending at or before 7:00 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, and other paid leaves provided by Section 15 for those nurses permanently assigned the evening and night shifts.

M. 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 two and one-half (2 1/2) days 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 days, or pay in lieu thereof, for each six (6) months of permanent night assignment.

N. Weekend Premium: A nurse shall receive premium pay at the rate of one dollar and ten cents ($1.10) per hour for each hour worked between 1500 Friday and 0700 Monday.

O. 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 by Sections 3 and 4 of this Contract Agreement.

P. Recognition Bonus: Upon reaching (20) calendar years of service (based on contract entry date), a full-time (1.0 FTE) nurse shall receive an annual bonus as set forth below. Part-time and casual nurses shall receive a prorated bonus based upon the prior calendar year (January through December), total hours paid, up to the amount set forth below.

- 20-24 years - $1,500
- 25-29 years - $2,000
- 30-34 years - $2,500
- 35-39 years - $3,000
- 40-44 years - $3,500
- 45-49 years - $4,000
- 50 or more years - $4,500

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

Annually, on November 1 of each year, the Hospital shall pay a maximum of one (1) bonus of four hundred fifty dollars ($450.00) to any full-time or part-time (excluding casual and FSP nurses),nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix C. To receive this bonus, the nurse shall, prior to November 1, provide to the

Hospital 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 the certification. Beginning June 1, 2005, the hospital shall pay a maximum of two (2) bonuses of four hundred and fifty dollars ($450.00) to any full-time or part-time (excluding casuals and FSP nurses) nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in Appendix C.

SALARY CHART A - EFFECTIVE PAY PERIOD BEGINNING CLOSEST TO JUNE 1, 2004						
	Staff Nurse				Assistant Head Nurse	
	AD & D	Bacc.	Masters	AD & D	Bacc.	Masters
Length of Service	Hourly 5%	Hourly 3.5% above AD&D	Hourly 7% above AD&D	Hourly 5%	Hourly 3.5% above AD&D	Hourly 7% above AD&D
Start	23.33	24.15	24.96	25.66	26.56	27.46
After 1 year	24.77	25.64	26.50	27.24	28.19	29.14
After 2 years	25.81	26.71	27.62	28.41	29.41	30.40
After 3 years	26.81	27.74	28.68	29.48	30.52	31.55
After 3 years*	26.92			29.60		
After 4 years	27.86	28.83	29.81	30.64	31.71	32.78
After 4 years*	27.97			30.75		
After 5 years	28.64	29.65	30.65	31.53	32.64	33.74
After 5 years*	28.76			31.65		
After 6 years	29.56	30.59	31.63	32.50	33.63	34.77
After 6 years*	29.67			32.61		
After 6 years**	29.80			32.74		
After 7 years	30.72	31.80	32.87	33.85	35.04	36.22
After 7 years*	30.84			33.97		
After 7 years**	30.96			34.09		
After 8 years	31.04	32.12	33.21	34.16	35.35	36.55
After 8 years*	31.15			34.27		
After 8 years**	31.28			34.40		
After 9 years	32.24	33.36	34.49	35.45	36.69	37.93
After 9 years*	32.35			35.56		
After 9 years**	32.48			35.69		
After 10 years	33.06	34.22	35.38	36.36	37.63	38.91
After 10 years*	33.18			36.48		
After 10 years**	33.31			36.60		
After 12 years	33.75	34.93	36.11	37.11	38.41	39.70
After 12 years*	33.86			37.22		
After 12 years**	33.99			37.35		
After 15 years	34.65	35.86	37.08	38.10	39.44	40.77
After 15 years*	34.77			38.22		
After 15 years**	34.89			38.35		
After 20 years	35.52	36.76	38.01	39.05	40.42	41.78
After 20 years*	35.64			39.17		
After 20 years**	35.76			39.29		
After 25 years	36.41	37.69	38.96	40.04	41.44	42.84

* With educational requirement met at third year or after.
**With educational requirement met at sixth year or after.

Educational increments do not apply to individuals hired after May 31, 2001.

Nurses who received the Baccalaureate or Masters differentials prior to June 1, 2004, who are not Bachelor Science or Arts in Nursing or Masters in Nursing, shall continue to receive said differentials.

SALARY CHART B - EFFECTIVE PAY PERIOD BEGINNING CLOSEST TO JUNE 1, 2005								
		Staff Nurse				Assistant Head Nurse		
		AD & D	Bacc.	Masters		AD & D	Bacc.	Masters
Length of Service		Hourly 4%	Hourly 3.5% above AD&D	Hourly 7% above AD&D		Hourly 4%	Hourly 3.5% above AD&D	Hourly 7% above AD&D
Start		24.26	25.11	25.96		26.69	27.62	28.56
After 1 year		25.76	26.66	27.56		28.33	29.32	30.31
After 2 years		26.84	27.78	28.72		29.55	30.58	31.62
After 3 years		27.88	28.85	29.83		30.66	31.74	32.81
After 3 years*		28.00				30.78		
After 4 years		28.97	29.98	31.00		31.86	32.98	34.10
After 4 years*		29.09				31.98		
After 5 years		29.79	30.83	31.88		32.79	33.94	35.09
After 5 years*		29.91				32.91		
After 6 years		30.74	31.82	32.89		33.80	34.98	36.16
After 6 years*		30.86				33.92		
After 6 years**		30.99				34.05		
After 7 years		31.95	33.07	34.19		35.21	36.44	37.67
After 7 years*		32.07				35.33		
After 7 years**		32.20				35.46		
After 8 years		32.28	33.41	34.54		35.52	36.77	38.01
After 8 years*		32.40				35.64		
After 8 years**		32.53				35.77		
After 9 years		33.52	34.70	35.87		36.87	38.16	39.45
After 9 years*		33.64				36.99		
After 9 years**		33.78				37.12		
After 10 years		34.39	35.59	36.79		37.82	39.14	40.46
After 10 years*		34.51				37.94		
After 10 years**		34.64				38.07		
After 12 years		35.10	36.33	37.55		38.59	39.94	41.29
After 12 years*		35.22				38.71		
After 12 years**		35.35				38.84		
After 15 years		36.04	37.30	38.56		39.63	41.02	42.40
After 15 years*		36.16				39.75		
After 15 years**		36.29				39.88		
After 20 years		36.94	38.24	39.53		40.61	42.03	43.45
After 20 years*		37.06				40.73		
After 20 years**		37.19				40.86		
After 25 years		37.87	39.20	40.52		41.64	43.10	44.55

* With educational requirement met at third year or after.
**With educational requirement met at sixth year or after.

Educational increments do not apply to individuals hired after May 31, 2001.

Nurses who received the Baccalaureate or Masters differentials prior to June 1, 2004, who are not Bachelor Science or Arts in Nursing or Masters in Nursing, shall continue to receive said differentials.

SALARY CHART C - EFFECTIVE PAY PERIOD BEGINNING CLOSEST TO JUNE 1, 2006							
	Staff Nurse				Assistant Head Nurse		
	AD & D	Bacc.	Masters		AD & D	Bacc.	Masters
Length of Service	Hourly 4%	Hourly 3.5% above AD&D	Hourly 7% above AD&D		Hourly 4%	Hourly 3.5% above AD&D	Hourly 7% above AD&D
Start	25.23	26.12	27.00		27.76	28.73	29.70
After 1 year	26.79	27.73	28.67		29.46	30.49	31.52
After 2 years	27.92	28.89	29.87		30.73	31.81	32.88
After 3 years	28.99	30.01	31.02		31.89	33.01	34.12
After 3 years*	29.12				32.01		
After 4 years	30.13	31.18	32.24		33.14	34.30	35.46
After 4 years*	30.25				33.26		
After 5 years	30.98	32.07	33.15		34.10	35.30	36.49
After 5 years*	31.11				34.23		
After 6 years	31.97	33.09	34.21		35.15	36.38	37.61
After 6 years*	32.09				35.27		
After 6 years**	32.23				35.41		
After 7 years	33.23	34.39	35.56		36.61	37.90	39.18
After 7 years*	33.35				36.74		
After 7 years**	33.49				36.88		
After 8 years	33.57	34.75	35.92		36.94	38.24	39.53
After 8 years*	33.70				37.07		
After 8 years**	33.83				37.20		
After 9 years	34.87	36.09	37.31		38.34	39.68	41.02
After 9 years*	34.99				38.47		
After 9 years**	35.13				38.60		
After 10 years	35.76	37.01	38.27		39.33	40.71	42.08
After 10 years*	35.89				39.45		
After 10 years**	36.02				39.59		
After 12 years	36.50	37.78	39.06		40.13	41.54	42.94
After 12 years*	36.63				40.26		
After 12 years**	36.76				40.40		
After 15 years	37.48	38.79	40.10		41.21	42.66	44.10
After 15 years*	37.60				41.34		
After 15 years**	37.74				41.48		
After 20 years	38.42	39.76	41.11		42.24	43.71	45.19
After 20 years*	38.54				42.36		
After 20 years**	38.68				42.50		
After 25 years	39.39	40.76	42.14		43.30	44.82	46.33

* With educational requirement met at third year or after.
**With educational requirement met at sixth year or after.

Educational increments do not apply to individuals hired after May 31, 2001.

Nurses who received the Baccalaureate or Masters differentials prior to June 1, 2004, who are not Bachelor Science or Arts in Nursing or Masters in Nursing, shall continue to receive said differentials.

5. ON-CALL DUTY:
Assignment of a nurse to on-call duty or standby to work 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.

If on-call duty is not a part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends.

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.

Nurses shall not be required to take on-call duty if any of the following conditions are met:

- The nurse is age 55 and has worked a minimum of 52,000 compensated hours
- The nurse was hired prior to June 1, 1998, and is age 60
- The nurse has 60,000 compensated hours

On-call duty shall be compensated as follows:

A. Off-Premises On-Call Pay: A nurse shall be paid five dollars and sixty-seven cents ($5.67) per hour, or 110% of state or federal minimum wage, whichever is greater. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

If a nurse is called to work while on-call off premises, she or he will be guaranteed not less than four (4) hours' pay. Such four (4) hours shall be paid at the rate of time and one-half (1 1/2) the nurse's regular rate of pay to the extent that the total of hours worked and guaranteed exceed eight (8) hours in one (1) day or eighty (80) hours in a payroll period.

In areas where on-call duty is part of the nurse's work agreement, overtime language will apply for the first hour of a call shift when the call shift immediately follows a worked shift; off premise on-call language will apply when overtime exceeds one (1) hour into the nurse's call shift.

B. On-Premises On-Call Pay: Nurses who are required to remain on Hospital premises during on-call duty shall be paid at a rate of seven dollars and seventy-three cents ($7.73) per hour or one hundred and fifty percent (150%) of state or federal minimum wage, whichever is greater. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call hours shall be paid at the rate of one and one-half (1 1/2) times the on-call rate, to the extent that the total hours worked by a nurse during a two (2) week period, including on-call hours, exceeds eighty (80). If the nurse is called to work during this time, she or he will be paid as provided in Sections 3 and 4.

C. Holiday On-Call Pay: Nurses on-call, either on or off premise, on any of the holidays listed in Section 8, shall receive an additional fifty cents ($.50) per hour above the applicable on-call rate.

6. PART-TIME NURSES:

A. Part-Time Salary and Increments: Part-time nurses will be paid at the hourly rate determined by dividing the basic minimum salary specified in Section 4 above by 173.3 and taking the result to the nearest cent. They will enjoy the same prorated relief and night shift payments as those for full-time nurses.

B. Part-Time Holidays: A part-time nurse who works on New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the nurse'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. A regularly scheduled part-time nurse, as defined in Section 41 of this Agreement, shall be provided with two (2) personal floating holidays each Contract year at a time mutually agreed upon between each individual nurse and the Hospital.

RNs with multiple contract jobs follow the holiday work obligations of their primary job (job #1).

For purposes of this Section 6, Christmas Day shall be deemed to extend over a forty-eight (48) hour period from 0700 beginning on December 24th through 0700 on December 26th; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the evening shift beginning on December 31st through the end of the evening shift beginning on January 1st. The above notwithstanding, if a nurse works more than one (1) shift during the forty-eight (48) hour period on either Christmas or the thirty-two (32) hour period on New Year's, she or he shall receive pay at the rate of time and one-half (1 1/2) for all hours worked on the holiday, and shall receive, in addition, one (1) hour of holiday pay for each hour worked, including overtime, on one (1) shift during this holiday period. If more than one (1) shift is worked during the holiday period, the first shift shall be the one for which the holiday pay is received.

After twenty-five (25) calendar years of service, nurses working (.9) will not be required to work on the holidays specified in Section 8 of this contract agreement.

C. Part-Time Increments, Vacation, and Sick Leave: Regularly scheduled part-time nurses shall be eligible for the benefits below if they are willing to share weekend duty with the full-time staff and to share proportionately relief and night duty with the full-time staff:

1. Salary increments as described in Charts A, B and C on the basis of credit for one (1) year's service for each two thousand eighty (2,080) compensated hours.

2. Part-Time Vacation: After completion of six (6) months of continuous service, vacation benefits as described in Section 9. While on vacation the amount of salary to be paid to the nurse will be based upon the average number of compensated hours per two (2) week payroll period during the preceding year.

3. Part-Time Sick Leave: Regularly scheduled part-time nurses as described in part C of this Section 6 who have averaged thirty-two (32) compensated hours or

more per two (2) week payroll period will be entitled to sick leave with pay for personal illness. Sick leave will be earned and accumulated in the same manner as provided for full-time nurses in Section 10 of this Agreement prorated on the basis of one (1) sick leave day earned for each 173.3 compensated hours up to the maximum accumulation. The Hospital may request reasonable evidence of such illness. Sick leave will be granted for absences from work only on a day scheduled as a work day.

D. Transfer Between Part-Time and Full-Time: A change in status from full-time to part-time or from part-time to full-time shall not work a forfeiture of earned benefits. A change in status from full-time to part-time or from part-time to full-time shall not work a loss of credited standing to earn benefits, which benefits are contractually provided in the status to which the nurse has changed. Credited vacation standing earned as a part-time nurse who has changed to a full-time nurse status will be determined on the basis of credit for one (1) year's service for each two thousand eighty (2,080) compensated hours.

E. Casual Part-Time: There shall be established and maintained within each Hospital, a pool of casual part-time nurses employed by the Hospital to be utilized to supplement the regularly scheduled staff. A casual part-time nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the hospital. A casual part-time nurse is not assured the availability of work on a regular continuing basis; but a casual part-time nurse is not obligated to report for duty each time he or she is requested to work. Casual part-time nurses may be assigned a station unit or may be utilized to float among nursing units.

Casual part-time nurses shall receive salary increments as described in Charts A, B, and C on the basis of one (1) year's service for each two thousand eighty (2,080) compensated hours.

If a nurse transfers to a casual part-time status, she or he shall accrue no additional 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 such time as she or he transfers back to full-time or regularly scheduled part-time status.

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.

A Casual part-time nurse is required to show evidence of current licensure in the State of Minnesota to the staffing office at each renewal date. The nurse also must complete Mandatory Education, BCLS Testing, the unit skill competencies required, and health screening (i.e. Mantoux) on an annual basis. This time will be paid.

Casual part-time nurses will accrue vacation provided the nurse works a minimum of four hundred sixteen (416) hours per anniversary year.

Casual part-time nurses are eligible for the $50.00 weekend bonus when working more than four (4) weekend shifts during a given four (4) week period. This four (4) week period covers the current posted schedule. Bonus status is determined at the time of shift commitment. Weekend bonus shifts include all shifts worked between 1500 Friday

and 0700 Monday. Shifts worked for regularly scheduled staff will not count toward weekend bonus.

Nurses hired to Casual part-time status prior to 6-1-98: To maintain casual part-time status, a nurse shall not be unavailable to work for a period greater than two (2) consecutive months unless such nurse requests and is granted a leave of absence.

Nurses hired to Casual part-time status after 6-1-98: To maintain a casual part-time status a nurse must be available (and needed by staffing) to work two (2) shifts per four (4) week schedule, one (1) of which are evening, night, or weekend. Call shifts may be used to meet these requirements. A minimum of two (2) shifts per four (4) week schedule must be met even if all available shifts are evening, night, or weekends. Hour exchanges with regularly scheduled staff are not considered as part of the requirement. A casual part-time nurse may choose to work a two month requirement of shifts within a one month period and not work again for a month.

A casual part-time nurse will work at least one (1) holiday per year. Every other year will be Thanksgiving or Christmas.

Each casual part-time nurse will commit to the required two (2) shifts within two weeks after the posting of each four (4) week schedule. These two (2) shifts are dependent on hospital needs and/or staffing office request.

Casual part-time nurses may commit to work shifts for regularly scheduled staff at any time. However to maintain casual status the casual requirements must be met by the end of the four (4) week period.

It is the employee's responsibility to maintain casual part-time status by contacting the staffing office to commit to the required shifts.

If a casual part-time employee has been inactive (not committing to two (2) shifts a month) for more than two (2) months the hospital will notify the employee in writing that their casual status is being terminated due to not meeting the requirements of this position. This requirement will be referred to the Labor/Management Committee and be subject to evaluation and change over the length of this contract.

F. Application of other Contract Provisions: Except as otherwise expressly limited or qualified by this Section 6, or another section of this Contract Agreement, a part-time nurse shall be entitled to the benefit of the other sections of this Agreement.

G. Eligibility and Accumulation of Benefits: For purposes of this Section 6 and Section 30, 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 Section 15, Leave of Absence, Subparagraphs A., D., E., G., and I. provide are hours worked or hours for which length of service increments accrue.

H. Increase in Part-Time Hours: 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 pursuant to Section 4 C., 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.

7. ROTATION AND SHIFT OF CHOICE:
Nurses with ten (10) or more years of seniority as defined in Section 16 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 Hospital will create more straight shifts. The parties recognize that complete implementation of this provision will need to be phased in, and that the period of implementation will be governed by the following:

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

B. No confirmed work agreement as provided in Section 4 E. specifying the number of hours per payroll period and shift rotation of a currently employed nurse will be involuntarily changed.

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

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

F. 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. If a permanent shift assignment becomes available because of changes in the schedules of nurses currently employed on a unit which has no open unfilled positions, the available permanent shift assignment will be first offered to nurses on that unit. Otherwise all openings, including those offering permanent shift assignments, will be offered and filled in accordance with Section 18, Schedules and Posting.

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

I. 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 10-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.

8. HOLIDAYS: (Full-Time Nurses, Eighty (80) Hours Per Pay Period)

A. Paid Holidays: Nurses will be granted the following seven (7) holidays with pay: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the Christmas holiday. Full-time nurses shall be provided with three (3) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the Hospital.

B. Christmas and New Year's Holidays: For purposes of this Section 8 and also Section 6, **Christmas** shall be deemed to extend over a forty-eight (48) hour period from 0700 on December 24th through 0700 on December 26th; **New Year's Day** shall be deemed to extend over a thirty (32) hour period from the start of the relief shift which beginning on December 31 through the end of the relief shift which began on January 1.

A nurse who works on the Christmas holiday shall receive time and one-half (1 1/2) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift during this forty-eight (48) hour period. If a nurse works more than eight (8) hours in one (1) shift during this forty-eight (48) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section. If a nurse works more than one (1) shift during the forty-eight (48) hour period, the first shift shall be the one for which holiday pay is received.

Full-time nurses choosing to take two (2) shifts off during the forty-eight (48) hour Christmas Holiday period may:

a) Fill in eight (8) hours of benefit hours.
b) Pick up extra shift of their choice.
c) Fill in eight (8) hours credit time.

A nurse who works on New Year's Eve or New Year's Day shall receive time and one-half (1 1/2) pay for all hours worked on the holiday and eight (8) hours of compensatory time off for one (1) scheduled shift during this thirty-two (32) hour period. If a nurse

works more than eight (8) hours in one (1) shift during this thirty-two (32) hour period, she or he shall receive in addition to her or his regular rate of pay one (1) hour of holiday pay for each hour in excess of eight (8) hours. If a nurse works more than one (1) shift during the thirty-two (32) hour period, the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

If a nurse works on any of the other holidays specified in this Agreement, she or he 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 or will be given one (1) hour of compensatory straight time off within a two (2) week period before or within a two (2) week period after said holiday for each hour worked on the holiday, the nurse to choose the method of reimbursement or combination of methods.

C. Holiday on Day Off: If a holiday falls on a 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.

D. Time Off in Lieu of Holiday Pay: A 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.

E. Holiday During Vacation: If a holiday falls during a nurse's vacation, or falls on a nurse's day off, the nurse will choose one of the following:
1. Take the holiday as holiday pay and have vacation day banked.
2. Take the holiday as vacation pay and request another day off as a holiday in the pay period preceding, during or after the holiday.

To request the use of your holiday time, submit a request form (Time Off Request Form) indicating three (3) choices in order of priority. If none of these choices can be granted, the nurse will be contacted to facilitate an alternative option. If no alternative can be agreed upon or the nurse does not request specific days to be used for the holiday, the holiday will be used to reduce the number of vacation days used.

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

G. No Holiday Work for Fifteen-Year Nurse: A full-time nurse who has fifteen (15) calendar years of service or with 24,960 (12 years) seniority hours shall not be required to work on the holidays specified in Section 8 of this Contract Agreement.

9. VACATIONS:

A. Vacation Accrual: General duty nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2), three (3) or four (4) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing five (5) or

more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

Assistant head nurses who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing four (4) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

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 Section 6 G. 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 based on the above schedule by 2,080 hours and shall be as follows:

(1) Two (2) weeks' vacation - .0385 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 80 hours. Effective June 1, 1996, the annual maximums shall be deleted.

(2) Three (3) weeks' vacation - .0577 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 120 hours. Effective June 1, 1996, the annual maximums shall be deleted.

(3) Four (4) weeks' vacation - .0769 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted - 2,080 hours. Annual maximum vacation accrued - 160 hours. Effective June 1, 1996, the annual maximums shall be deleted.

During the first year of employment, staff and assistant head nurses shall accrue vacation at the rate of .0385 hours of vacation for each compensated hour.

During the second and third years of employment, staff and assistant head nurses shall accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth year of employment a staff nurse will continue to accrue vacation at the rate of .0577 hours of vacation for each compensated hour.

During the fourth year of employment and thereafter, an assistant head nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During the fifth year of employment and thereafter, a staff nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

B. Terminal Vacation Pay: Nurses who have completed six (6) months or longer of continuous service in the Hospital, including nurses of leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the above schedule, providing that they give the Hospital one (1) month's 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 Section 16 shall be given preference. Where a Hospital utilizes an annual defined vacation signup period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

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

Earned vacation shall normally be taken within a twelve 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 Hospital to grant such vacation time due to staffing needs.

10. SICK LEAVE:

A. Sick Leave Accumulation: Nurses will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. Sick leave will be earned and accumulated at the rate of one (1) day for every month the nurse is continuously employed, until ninety (90) days of sick leave have been earned and accumulated. Effective June 1, 1996, the accrual rate shall become one (1) day for every 173.3 hours the nurse is continuously employed. So long as a nurse has ninety (90) days 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 accumulated credit of ninety (90) days of accumulated and unused sick leave.

B. Sick Leave Accrual Payout:

1. Registered Nurses who have ten (10) calendar years of service and who have a sick benefit accrued above (720) hours will be paid, in June of each year, 50% of

their sick time accrued above 720 hours (up to 48 hours). Following this payout, the (720) hour cap will be reset.

2. At age 60 or older, a Registered Nurse who has accumulated 720 hours of sick leave will be paid a $4,000.00 payout upon retirement.

C. 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 will be 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 days(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.

D. 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 Section 30 B. of 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.

E. 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.

F. Sick Leave While on Vacation: In situations of serious illness or injury, while on vacation time, nurses may be able to utilize sick time in place of vacation time. Nurses should submit verification of illness or injury to HealthEast Occupational Health Department for case-by-case review and approval.

11. PROFESSIONAL PAY OR TIME OFF PLAN:
The parties have agreed to a professional pay or time off plan to be used by nurses for professional development, continuing education, or personal renewal.

Effective June 1, 1995, regularly scheduled full-time and part-time nurses with fifteen (15) years through nineteen (19) years of continuous calendar service with the Hospital in the bargaining unit shall accrue professional pay or time off at the rate of .0115 hours accrued for each compensated hour, excluding off-premise call hours. Regularly scheduled full-time and part-time nurses with twenty (20) years or more of continuous calendar service as defined in this Section, shall accrue such pay or time off at the rate of .0192 hours accrued for each compensated hour. As used in this Section, continuous service with the Hospital in the bargaining unit means continuous calendar service including any period of layoff but excluding any period of service in a classification not included in the bargaining unit . Service shall be continuous for nurses who have transferred from another Hospital and credited with seniority

earned at the other Hospital pursuant to the Contract provisions or other agreements made at that time. Continuous service for nurses affected by a merger, consolidation, or other restructuring shall be based on the seniority arrangement made or in effect at the time of such event.

Professional time off shall be taken at a mutually agreed time during the period between Labor Day and Memorial Day unless other dates are agreed between the nurse and Hospital. A nurse may elect to convert accrued hours to cash at such times and under such arrangements as may be mutually agreed between each Hospital and the Association. In making such agreement, consideration shall be given to the payroll system capabilities of the Hospital. Professional time off or pay may be taken as accrued, but no later than six (6) months following the end of the nurse's anniversary year of employment during which the hours were accrued.

Accrued and unpaid hours shall be included in terminal pay.

12. ADOPTION BENEFIT:
For adoptions finalized after June 1, 2000, HealthEast will reimburse adoption expenses of $1,500.00 per household per adoption. Nurses who are authorized to work thirty-two (32) hours or more a pay period are considered benefit eligible.

The reimbursement is payable when the adoption is finalized and proof of adoption is provided to HealthEast. Adoptions of children or step-children as a result of marriage are not eligible for the reimbursement benefit. Staff are eligible for up to twelve weeks of unpaid parental leave for adoption.

13. CHEMICAL DEPENDENCY:
The Hospital and the Association are committed to a belief that 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 Hospital has reasonable cause to believe that a nurse is chemically dependent, or the Hospital had documentation of counseling the nurse regarding previous behavior patterns, the Hospital 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 foregoing is subject to a maximum of five (5) days of paid leave. Unless declined by the nurse, the Hospital 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 under which such testing is conducted is that policy which has been agreed upon between the Association and the Hospitals and is incorporated into this Agreement as Appendix B. That 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 Hospital 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 Hospital 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.

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 Section 10, Sick Leave, Section 15 A., Personal Illness, Injury and Disability, and Section 30 A. and B., Insurance Benefits. At conclusion of the leave, the nurse will be returned to work in a position as provided in Section 15 A.; 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.

The Hospital may notify the Minnesota Board of Nursing in instances where the nurse exhibits behaviors suggesting chemical dependency. The Hospital will fully cooperate with any conditions of practice imposed by the Board of Nursing and with requirements

for supervision and reporting made by the Board. The Hospital will continue the nurse in leave of absence status during any period in which the nurse's license to practice is under suspension.

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 Section 19 and shall include consideration of all relevant facts including the relevant facts of the symptoms of chemical dependency. The Hospital 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 Hospital, the Hospital's Employee Assistance Program (including any agency with whom the Hospital 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 will be maintained. Information provided by 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 testing results. A specially trained physician utilized by the Hospital to evaluate positive test results, whether employed by the Hospital or an outside source, shall only report to the Hospital 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 Hospital 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 twenty MNA designated members at each Hospital. The training will be provided on work time and at no cost to the nurse.

The Hospital 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 Section 27, Grievance Procedure.

H. Information Requests: The Hospital 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 to not disclose the identity of the nurses tested. The Hospital 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 Hospital 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.

14. HEALTH PROGRAM:

A. Employment and Annual Physical: A physical examination including chest X-ray, Mantoux test, if indicated, 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 Hospital.

B. Hepatitis B Vaccinations: The Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 patient 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.

15. 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 between the Hospital 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, including 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 this Section 15 A.

Except as provided in Section 15 A. (4), 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 Section 16. 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.

B. Critical Illness or Death in the Immediate Family: A leave of absence without pay will be granted to nurses in case of critical illness or death in the immediate family (parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons, daughters, grandparents, grandparents-in-law, grandchildren, husbands, wives, step-parents, stepsons, stepdaughters, qualified domestic partners, dependent members of the nurse's household, and such others as may be agreed upon between the nurse and the Hospital) 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 Hospital will not permanently fill the nurse's position during the period of leave of absence.

C. Bereavement Leave: A leave of absence of three (3) days without loss of pay will be granted to nurses in case of death in the immediate family (parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons, daughters, grandparents, grandparents-in-law, grandchildren, husbands, wives, stepparents, stepsons, stepdaughters, qualified domestic partners, dependent members of the nurse's household and such others as may be agreed upon between the nurse and the Hospital) for the purpose of attending the funeral. Such leave may be the day of the funeral, the day prior thereto, and the day after, or any such days are agreed to between the nurse and the Hospital.

A nurse request for time off without pay for bereavement will be worked out jointly between the nurse and manager in an attempt to accommodate the nurse's request, while assuring that patient care needs are met. Issues arising from this request will be promptly addressed by an MNA Representative and Nursing Leadership or designee.

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 Hospital 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 Hospital 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.

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 necessarily lost because of such service. 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. Educational Leave of Absence: 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 Hospital. In order to qualify for such leave, the nurse must be a full-time student at a college or university, working toward a degree having reasonable relation to professional employment in nursing 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. Regular credit will be earned by the nurse for time worked before and after her or his educational leave of absence.

G. Voluntary Leaves Before Layoff: Before resorting to any layoff procedure, the Hospital 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 Hospital will not permanently fill the nurse's position during the period of leave of absence.

H. Military Leave of Absence: A nurse who is a member of the military reserve 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 (or the equivalent time) 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 the period of active 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 W2 earnings for pension purposes in accordance with the terms of the Pension Plan.

I. Other Leaves of Absence: Leaves of absence for reasons other than above will be granted to nurses at the discretion of the Hospital and on an individual basis. Length of service benefits will continue to accrue for leaves of absence of fourteen (14) calendar days or less. For 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 Hospital 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.

J. 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 Hospital'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.

K. Association Leave of Absence: Leave of absence, for up to one year, will be granted for nurses accepting MNA professional staff positions. The leave will be granted without pay or benefits and seniority hours will be frozen for the duration of the leave. During the period of leave, the hospital may permanently fill the nurse's vacated position. Upon return from leave, the nurse will be given the first opportunity to return to his/her former position, if open and available. If the former position is no longer available, the returning nurse can apply for any open position for which he/she is qualified.

16. 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 16, 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 Hospital. 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 W2 year at the rate of one-fourth (1/4) of the on-call hours paid. In addition, compensated hours shall include hours which Section 15, 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 Hospital 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 Hospital 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 Hospital will not permanently fill the nurses' position. In addition, the Hospital 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 Hospital to take more than three (3) low need days per Contract year. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part D. of this provision shall not exceed three (3) per 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 two (2) 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: A layoff is activated when a nurse is unable to match his/her scheduled hours and unit. A unit is defined by Layoff and Recall Guidelines. 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 Hospital 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 B. and D. 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 16 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 Hospital.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in Section 15 G. of this Agreement. In effecting a reduction of nursing care hours on one or more units, the Hospital shall use

a system whereby all affected nurses in order of greater seniority shall be offered all of the following choices:

(11) Vacant positions for which they are qualified.

(22) Qualified nurses will be given the opportunity to choose two (2) of the following three (3) options: FTE, shift, and/or unit. She/he will be offered positions reflecting this choice.

(33) Nurses may accept complete layoff and retain full rights to recall.

A nurse displaced by a more senior nurse under (22) and (33) above would then, in seniority order, be offered option (11) through (33).

In exercising seniority rights under steps (11), (22), and (33) 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 (11) through (33), 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 Hospital 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 Hospital 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 Hospital, the Hospital 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 16 E. 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 16.

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 Hospital 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 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 Hospital within thirty (30) days before the expiration of the first year of layoff.

17. 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 patients 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 contracting Hospital. Consequently, it is the policy of the Hospital and 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 Hospital shall give the Association written notice of such action or determination immediately upon any notice to the Hospital whether said notice is preliminary, tentative or final. The Hospital will also give the Association immediate written notice of any decision to authorize a corporate merger, consolidation or reorganization of services involving the Hospital. In these connections, the Hospital 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 Minnesota Nurses Association as soon as the action to be taken is ascertained.

B. Offer of Reassignment Within the Hospital: 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 Section 17 of the Agreement.

The Hospital 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 Section 16, Low Need Days and Layoff.

D. Offer of Employment in Hospitals Controlled by the Same Corporation: If a nurse cannot be offered placement under paragraph 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 under Section 16.

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 Section 16. Employment of a nurse under the provisions of this paragraph E. shall be with full credit for all length of service credited by the former Hospital employer for purposes of salary, educational increments and vacation eligibility.

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

F. Negotiation on Application of This Section 17: 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., Minnesota Nurses Association and the affected Hospital(s) will meet for negotiation and mediation of the application of this Section 17 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 Section 27, 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 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.

H. 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.

I. At the time of major work place changes, the Hospital 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.

18. SCHEDULES AND POSTING:

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. Requested Additional Hours: A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to 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 less than sixty-four (64) hours per payroll period, the extra shift(s) shall, with two (2) hours' notice to the nurse, be cancelled prior to the implementation of Section 16 D. but such cancelled shift shall be counted as one of the three (3) allowable low need days.

C. Posting and Filling of Positions: If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least 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.

All job offers shall be made by the Human Resources department only. In addition, Human Resources will contact nurses not selected for positions in person or by telephone. If personal contact is not possible, notification will be in writing within approximately 14 days of the position being filled.

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 will be reviewed on an individual basis but shall not exceed a period of 60 calendar days. This period may be extended by mutual agreement between the nurse and the Clinical Director(s) involved. 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.

19. DISCIPLINE AND TERMINATION OF EMPLOYMENT:

No nurse shall be disciplined except for just cause. Except in cases where immediate termination is appropriate, the Hospital 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.

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 Hospital 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 Hospital 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 Hospital will advise the nurse of the right to have Minnesota Nurses Association representation at such meeting."

Upon written 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. Upon request of the nurse, a MNA representative may be present at time requested documents are removed. Warnings and other documents may be removed sooner by mutual agreement between the Hospital and the Association. Once removed items will not be put back in employee file. 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 Nurse to a lower classification for disciplinary reasons, or on the basis of the nurse's performance, shall be for just cause.

The Hospital 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. Minnesota Nurses Association will be given written notice of any termination or suspension at the same time the affected nurse is given written notice.

The nurse will give the Hospital 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 Section 9.

20. PROMOTIONS, TRANSFERS AND NEW POSITIONS:

A. Notice of Promotion or Transfer: The Hospital will give a nurse and 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 specification of the position from which and to which the nurse will be promoted or transferred. Upon request, the Hospital will promptly provide the Association with the written position description for either such position.

B. New Non-Executive Position: The Hospital 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 Hospital's initial determination as to whether such position will be included in the bargaining unit.

Upon request of either party, the Hospital 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 Hospital 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, Minnesota Nurses Association shall establish a process for consultation with the Association leadership of the local facility nurses, and any recommendation by Minnesota Nurses Association after such consultation will be given due consideration by the Hospital in attempting to arrive at an agreement on the seniority matters.

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

The Hospital, its parent or affiliate, will meet upon request with the Association to explore questions of Association representation. The procedure set forth in the foregoing subsection B. of this Section 20 will be used to process such questions.

D. Inclusion of Other Nurses in Bargaining Unit: The Hospital 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 20.

21. JOINT COMMITTEE ON INTERPRETATION:

A. In order to minimize or avoid dispute over the meaning, interpretation or proper application of the terms of this Agreement, a joint committee of HealthEast and the Minnesota Nurses Association is hereby established to consider any questions of interpretation or application of the terms of this Agreement that may be referred to it.

B. Committee members will be a designated subcommittee of the HealthEast Labor/Management Committee.

C. The Committee will meet as necessary to consider any questions of interpretation or application of the terms of this Agreement referred to it. The parties hereto will furnish the clerical and other facilities necessary to type, duplicate and disseminate copies of the determinations of the Committee.

D. Any party to this Agreement may refer to the HealthEast Labor/Management Committee any questions concerning the meaning, interpretation, construction or

application in any situation, of the terms of this Agreement. Such reference will be in writing and will state the facts involved, if any, and the question at issue as clearly as possible. The HealthEast Labor/Management Committee may require any party to furnish additional information respecting any question referred to it. The committee will render all answers or decisions in writing, and will be delegated through the HealthEast Labor/Management Committee.

E. If the Committee cannot agree upon the proper disposition of any problem referred to it, then the Committee shall promptly notify the parties and refer the problem back to the parties for disposition pursuant to other provisions of this Agreement.

F. If any matter submitted to the Committee involves a grievance, then the time within which such grievance must be submitted to the Hospital pursuant to Section 27, Grievance Procedure, shall not begin to run until the date that the determination of the Committee is communicated to the parties.

22. INTENT MANUAL:
The purpose of the Intent Manual is to provide a history and more detailed understanding of Contract language. The Intent Manual is part of the Labor Agreement and also subject to the Grievance Procedure Article in matters of dispute.

23. STAFFING ADVISORY COMMITTEE:
A Staffing Advisory Committee shall be established in each Hospital. The Committee will consist of members designated by the Hospital and Nursing management, and an equal number of staff nurses and assistant head nurses selected by the bargaining unit. Hospital representatives shall include nursing executives, nursing supervisors and staffing personnel. Hospital administration and Human Resources personnel may be asked by the Committee to participate. Bargaining unit members will be representatives of varied clinical areas. The *Committee shall meet monthly and minutes will be kept and made available to staff and* assistant head nurses on each station unit.

Staff and assistant head nurses selected to serve on this Committee will be paid at straight time for meeting time spent in serving on this Committee. Minnesota Nurses Association staff members may attend and participate, at the request of staff and assistant head nurse members.

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. Issues to be covered include, but are not limited to:

(1) At each Hospital there shall be maintained and used to determine needed nursing staff, a system of patient classification 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 station unit. In applying such system equal consideration will be given to immediate needs for staffing based on the judgment of the RN 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 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 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.

(7) Monitor the use of outside agency nurses as it affects Registered Nurses.

Specific recommendations on guidelines will be presented to Nursing Administration. A report of the status of action by Nursing or Hospital Administration shall be reported at the following meeting and recorded in the minutes prepared for distribution to the station units.

24. NURSING CARE DELIVERY:
Management will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual and autonomous practice within the Nurse Practice Act.

Prior to the start of the shift, the charge nurse will identify a unit plan addressing admits, transfers, discharges, and individual patient needs. The designated nursing supervisor will collaborate with the bargaining unit charge nurse (or equivalent) in planning and overseeing the flow of patients and timing of admits. This collaborative process will include:

- Evaluation of hospital-wide activity and patient flow
- Knowledge of community constraints, if applicable (EMTALA, Code Orange, and other legally required admissions or situations)
- Internal emergency situations

Recognizing the importance of nurses' input into directing their practice, MNA representative, chair, or designee will be identified for participation in existing patient flow committee at each hospital. If no such committee exists, a proper forum will be identified to discuss such matters.

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.

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

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

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.

There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairs--one designated by the Association and one by the Hospital. The senior nursing executive shall be one of the Hospital representatives. The Minnesota Nurses Association chairperson of the bargaining unit shall be one of the Association representatives. Association representatives selected by the bargaining unit to serve on this Committee shall be paid at straight time for meeting time spent in serving on this Committee.

This Committee shall meet on a regular basis to consider issues of mutual interest to the Hospital and the Association as may be agreed upon by the parties. The Committee may appoint a task force as it deems appropriate. Such task force shall include staff nurses with knowledge and expertise in a particular subject being considered. The Committee may also refer issues for consideration to existing Hospital committees. Minutes of meetings of the Committee, minutes of any task force established by the Committee, and minutes of internal Hospital committees, including committees at department levels or unit levels, that relate to the type of changes referred to in paragraph A. and B. below, shall be routinely shared with all members of the Committee. The Committee will have two areas of focus:

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

   The scope of the Committee's work in this area may include, but not be limited to, the development of a data set to understand patient outcomes related to nursing care. In addition, the Committee will consider utilization of evidence-based 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.

B. Changes in the System for Delivery of Nursing Care: If the Hospital is considering a change affecting the system for delivery of patient care that may affect how the nurses practice, the environment of practice, the interaction with assistive personnel, or the interface with other department and disciplines, it will notify the Committee in a timely and proactive manner. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation of the role of the registered nurse or application of the nursing process to delivery of patient care, it is the intent that those aspects will be considered under the guidelines in subsection 23 A. above. The Hospital shall provide the Committee relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto. The Committee will jointly analyze proposed changes and consider possible options to work with the parties regarding the change. The Committee will jointly review plans for evaluation of changes proposed.

C. Staffing Adequacy: The Care Delivery Committee will review:
(1) Trends for all Concern for Safe Staffing forms on a quarterly basis.
(2) Data gathered related to patient acuity such as nurses' evaluation of staffing adequacy.
(3) Census trends.
(4) Other data as deemed necessary.
(5) Any nurse's appeal to the Care Delivery Committee if he/she feels a Concern for Safe Staffing has not been adequately addressed.

The Care Delivery Committee will pursue the feasibility of an acuity-based staffing system.

Definition: ***Staffing adequacy*** is not simply measured by applying numbers and ratios, but rather by evaluating a constellation of factors. HealthEast Hospitals (the Employer) and the Minnesota Nurses Association Registered Nurses Bargaining Unit (MNA) agree on the shared goal of a safe, compassionate care experience, that is cost effective and high quality for all patients that the Hospital services. Both are committed to develop an atmosphere that fosters mutual decision-making. Nursing leadership believes that nursing judgment supersedes projected calculations. This belief, however, is best supported when staff trust that their input is valued by leadership and leadership trusts that the bedside nurses' assessment of patient or family needs is valid. Open communication fosters consensus. Cooperative relationships between management and the Registered Nurses will be strengthened through the Staffing Advisory Committee. The intent of this committee is to develop a framework ensuring that the Staff Nurse voice is heard regarding staffing needs.

As we focus on staffing needs the following factors may trigger further discussion/investigation. They include, but are not limited to:

(1) The number of admissions, transfers and discharges per shift, per day, per month.
(2) Inability to meet approved staffing grids on a regular basis.
(3) Greater than a 15% increase or decrease in patient/surgical volume for a period of one month.
(4) A change in patient assignment throughout the shift resulting in assessments not completed in required time and failure to advance the plan of care or complete documentation.
(5) 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
(6) Inability to find adequate staff to fill core shifts.
(7) Increased trends in medication errors and falls.
(8) Increased vacancy or turnover rates greater than 15%.
(9) A pattern of increasing need for Voluntary Low Need Days, or need for Mandatory Low Need Days.
(10) RN to patient ratio at maximum level on the grid, and expected to absorb additional patients at least 50% of the time.
(11) Increase in patient or family concerns for a particular unit.
(12) Increase in RN work related injuries.

Once a trigger has been identified, the following guidelines may be used for further investigation, either with the Clinical Manager/Director or SAC, as appropriate:

(1) Staffing adequacy completed for one month with results reviewed at SAC.
(2) The appropriate data will be collected and reviewed based on the problem identified.
(3) Assess patient needs and determine if variances are needed from the normal staffing pattern or patient assignments. Staffing adjustments can be made based on professional judgment by the nursing staff in collaboration with nursing leadership to best meet patient needs.

Any 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. A report of these conclusions will be made to the Care Delivery Committee.

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

Pilot programs involving the type of changes referred to in paragraph A. and B. 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.

By mutual agreement, the functions of Staffing Advisory Committee and other committees as deemed appropriate may be merged with the Joint Committee for Nursing Care Delivery.

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

25. ORIENTATION:
The Hospital 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 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 that charge nurse position.

26. ASSESSMENT:

A. Newly employed nurses will have a ninety (90) calendar day assessment period beginning on their first day of employment. Assessment period is defined as an ongoing evaluation of the progress toward functioning independently and demonstrating the specified competencies. The assessment evaluation will be performed by the appropriate manager and include specific input by the preceptor(s).

B. If at any time during the ninety (90) day assessment period it is recognized that the Registered Nurse is not progressing towards completed specified competencies a conference will be held to discuss concerns. An improvement plan with goals and a timeline will be developed and reviewed. Upon request of the nurse, an MNA representative may be present.

C. If it is determined that the nurse is not meeting the needs of the position he/she will be offered reassignment if an open position is available for which he/she may be qualified within four (4) weeks orientation.

D. If no such position is available the nurse will be terminated and offered career guidance.

E. This termination would not be subject to the **just cause** provisions of the contract.

27. HEALTH AND SAFETY:

A. Safety Policy: It shall be the policy of the Hospital that the safety of the nurses, the protection of work areas, the adequate education, and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital 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 Hospital will make reasonable effort to provide nurses with safe and adequate equipment, working environment and facilities.

C. Infectious or Contagious Disease: Where infectious or contagious diseases are diagnosed or suspected, upon request of the Association, representatives of the Hospital shall meet promptly with the Association representatives to determine what step, if any, are necessary to safeguard the health and safety of the 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 Hospital according to the Hospital policy and procedure.

D. Nursing Health and Safety Committee: A Nursing Health and Safety Committee will be established 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 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 Hospital will furnish copies of its Right to Know plan and its over-all AWAIR plan.

E. 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.

Employers 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.

28. GRIEVANCE PROCEDURE:
The Hospital and 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 Hospital within twenty (20) work days after the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within twenty (20) work days after the pay day for the period during which the grievance occurred.

Within twenty (20) work days after submission of the written grievance to the Hospital, a meeting to consider the grievance shall be held among representatives of the Hospital, the Association and the nurse.

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

Within twenty (20) work days following the Step 2 meeting, the Hospital shall submit a written reply to the Association and the nurse.

C. Step 3. If the grievance is not resolved in Step 2, Mediation will be encouraged but not required prior to arbitration. If the grievance is still not resolved in Step 2, either the Hospital or Association may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twenty (20) work days following receipt by the Association of the Hospital's written reply to the grievance.

Failure by the hospital to respond to the grievance within the timelines above will result in the process being addressed by the Labor/Management Committee.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member 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 Hospital and the nurse. The decision shall be made within thirty (30) work days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Association.

The Hospital 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, work days 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 Hospital and Association.

The Hospital 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.

29. 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 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 of Section 28, "Grievance Procedure."

30. ASSOCIATION COMMUNICATION AND CHAIRPERSONS:

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

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 Minnesota Nurses Association and each Hospital.

31. INSURANCE BENEFITS:

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

(1) The hospital shall pay eighty-five percent (85%) of the single employee premium toward the cost of single employee coverage 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 premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the primary health care plan (EPO) for those nurses selecting such coverage. The employer shall pay sixty-seven percent (67%) of the premium toward the cost of employee + spouse, employee + child(ren), and family coverage for the PPO plan offered by employer for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse. For the MNA I and MNA II health plans, the hospital shall pay two hundred and thirty-eight dollars ($238) toward premiums toward the additional premium for employee + spouse and employee + child(ren) for those nurses electing such coverage. The hospital shall pay two hundred sixty-one dollars ($261) toward premiums toward the additional premium charged for family coverage for those nurses electing such coverage. The balance of the premium cost shall be paid by the nurse.

In addition to the employer contribution toward dependency premium specified above, for MNA I and MNA II, the employer shall pay fifty percent (50%) of any increase in the additional premium charged for dependency coverage under the Plan in which the nurse is enrolled. An eligible dependent also includes a domestic partner of a committed, same gender relationship, and his/her children.

(2) Part-time nurses meeting the hours requirement in Section 6 C. 3 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 Section, 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 effective June 1, 1995 relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 16 E. relating to Layoff of this Contract Agreement.

(4) No change in said insurance program shall diminish overall benefits for nurses. There will be no change in co-pays, deductibles, or differentials in MNA I and MNA II plans during the life of the current agreement.

(5) Within two (2) month following execution of the Contract Agreement to succeed the 1987-1989 Contract Agreement, a joint committee comprised of five (5) representatives of Metropolitan Healthcare Council and five (5) representatives of Minnesota Nurses Association shall be established to study the feasibility of establishing a Group Hospitalization and Medical Program to be applicable exclusively to registered nurses covered by this Contract Agreement and their dependents. The Hospital agrees to provide to the joint committee all relevant data accessible to the Hospitals. Bargaining unit members serving on this joint committee shall be kept whole for credited time toward eligibility for and accumulation of benefits for shifts of work lost as a result of serving on this committee.

If the joint Metropolitan Healthcare Council and Minnesota Nurses Association committee determines that such a program is feasible, they shall proceed to negotiate the details of such a program and shall attempt to arrive at an agreement no later than June 1, 1990. Upon ratification of any agreement reached, the details of the agreed upon program shall be incorporated into the Contract Agreement and the specifications contained therein shall not be changed during the term of the 1989-1991 Contract Agreement.

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 Hospital's existing Health and Hospitalization Plans:

1. Open Enrollment: Open enrollment shall be provided on an annual basis for the Hospital's existing plans.

2. 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.

3. 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.

4. Schedule of Coverage: In accordance with Section 31 A. (4), no change in the Hospital's insurance program shall diminish overall benefits for nurses.

(6) Regularly scheduled full and part-time nurses who are participating in the Hospital's health and hospitalization insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6 C. 3. 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 Hospital 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 $5,000.00 per month of such compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in Section 4 of 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. Provisions of this subsection shall be effective as soon as appropriate amendments to existing insurance agreements or self-insured plans may be made, but in no event later than September 1, 1992, unless otherwise agreed by the Hospital and Minnesota Nurses Association.

(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 Hospital, the Hospital 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.

C. Life Insurance: The Hospital 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 Section 6 C. 3 of this Agreement. The Plan shall include the following basic provisions:

(1) The amount of coverage shall be $50,000.00 for full-time nurses and $35,000.00 for part-time nurses.

(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) through C.O.B.R.A.

(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 Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

(5) Life insurance benefit coverage amounts are subject to benefit reductions post age 65.

D. Business Travel Life Insurance: The Hospital will cover registered nurses under a business travel life insurance policy at no cost to the nurse in the minimum amount of $100,000.00.

E. Dental Insurance: The Hospital shall provide and pay the full cost of a group term dental insurance program for full-time nurses and regular part-time nurses meeting the

hours requirement in Section 6 C. 3 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 $25.00 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of $25.00 per year.

(2) The effective date of the plan shall be August 1, 1980. All nurses employed on said effective date 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 Hospital.

(3) Hospital representatives shall meet and confer with representatives of Minnesota Nurses Association before circulating contract bid specifications and after said bids have been received, but before any contract for the program is entered.

(4) The Hospital 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.

F. Vision Care: The Hospital shall make available HealthEast's Voluntary Vision Care Discount Benefit at the employee's expense. This voluntary benefit will be offered once per year at benefit open enrollment time. As this benefit is provided on a voluntary basis, the Hospital retains the right to add or delete benefits such as premiums, coverage, or carriers.

G. Long Term Care Insurance: The Hospital shall make available HealthEast Voluntary Long Term Care Insurance at the employee's expense. This voluntary benefit will be offered once per year at the benefit open enrollment time. As this benefit is provided on a voluntary basis, the Hospital retains the right to add or delete benefits such as premiums, coverage, or carriers.

H. Form of Contracts: The basic form of the life, long-term disability and dental plans referred to in paragraphs B., C., and E. were previously agreed upon by the parties, and the contracts issued shall be substantially the same as the agreed 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.

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. Subject to the requirements of this Agreement, eligibility for benefits and all payments shall be governed by those respective insurance policies or programs. Summary Plan Descriptions shall also be provided to all eligible nurses.

I. Insurance Premiums During Leaves of Absence: The Hospital 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 Hospital 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 Hospital.

32. PRE-TAX SPENDING ACCOUNT:
The Hospital 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 in 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 Hospital'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 Hospital shall report in publications to employees the use for which unexpended pre-tax dollars shall be used.

33. TAX SHELTERED ANNUITY:
The Hospital shall provide a Tax Sheltered Annuity (403b) Plan that provides both voluntary and a one per cent (1%) employer matching contribution. The match will be one per cent (1%) of annual salary and will be contributed on a per pay period basis. The hospital will make employer-matching contributions up to one percent (1%) of pay dollar for dollar on a per pay period basis. 'Pay' for this purpose means your total pay that is included in your gross income and reported as 'wages, tips and compensation' on your W-2.

34. SOCIAL SECURITY:
The Hospital agrees not to take any action which will prevent nurses from being covered by Social Security during the term of this Agreement. If the Hospital is considering the filing of a notice under the provisions of 26 USCA Sec. 3121K.(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 Hospital gives written advice to the Minnesota Nurses Association that it is considering filing such a notice and in no event shall the Hospital give said written advice to Minnesota Nurses Association prior to February 1, 1983. Both parties agree to exchange relevant information relating to such negotiations.

35. PERSONNEL FILES:
The Hospital 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.

36. SLEEPING ACCOMMODATIONS:
The Hospital 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.

37. 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 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 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 Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative designated by Minnesota Nurses Association shall be afforded the opportunity to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

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

_____
Hospital

By: _____
MINNESOTA NURSES ASSOCIATION

By: _____

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

_____
Signature of Nurse
Date: _____"

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

Each nurse 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 Section 28 of 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.

38. 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.

39. 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.

40. BREAKAGE:
It is not the policy of the Hospital to charge nurses for breakage of Hospital property.

41. TEMPORARY NURSES:
The parties agree that full and part-time registered nursing staff employed by the Hospital 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 Hospital employed full and part-time float nurses are also Hospital nursing staff. The Hospital'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 Hospital 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 Hospital 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 Hospital, 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 Hospital less than twenty-four (24) hours before the opening, the Hospital 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 Hospital shall insure 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 Hospital shall maintain all necessary steps to reduce and minimize reliance on temporary registered nurses from outside agencies. The Hospital, upon request of the Association, will furnish information with respect to the number of day, relief, night, holiday and weekend shifts worked by temporary nurses.

If the Hospital, 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.

42. 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.

43. DEFINITIONS:

A. 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.

B. Part-Time: The term "part-time" applies to any nurse employed by the Hospital to work, and working less 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 employed by the Hospital to work on a continuing basis, a usual specified number of scheduled hours per payroll period.

(2) Casual Part-Time. The term "casual part-time" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed. Please note language for nurses hired prior to June 1, 1998 and after June 1, 1998 (there are two categories of casual part-time nurses).

(3) Shared Position. A shared position is defined as a position where an RN is assigned at multiple locations with a designated primary site. These positions will be partnered with equally skilled staff as needed. Any expansion of this project will be reviewed by the Labor/Management Committee.

(4) Flexible Scheduling Plan In Lieu of Benefits (FSP): Applies to any nurse employed by the Hospital to supplement its full-time, regularly scheduled part-time, and casual staff as needed. These nurses work without benefits for a higher rate of pay. The Labor Agreement applies except as stated in these guidelines.

(5) Every Weekend Plan with Benefits Option - EWP. Applies to any nurse employed by the Hospital to supplement its full-time, regularly scheduled part-time, and casual staff as needed, by fulfilling a higher rate of pay with benefits weekend agreement. The Labor Agreement applies except as stated in these guidelines.

44. 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, 2007 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 ____ day of June, 2004.

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

By (signed)
Mary Pynn
Chief Nursing Officer

MINNESOTA NURSES ASSOCIATION

By (signed)
Dick Hebrink RN, MNA Co-chairperson
Negotiating Committee Chairperson
St. Joseph's Hospital

By (signed)
Debra Clarke RN, MNA Co-chairperson
Bethesda Hospital

By (signed)
Cindi Hayes RN, MNA Co-chairperson
St. Joseph's Hospital

By (signed)
Margaret Lopez RN, MNA Co-chairperson
Bethesda Hospital

By (signed)
Gwynn Pepin RN, MNA Tri-chairperson
St. John's Hospital

By (signed)
Kathie Schoenecker RN, MNA Tri-chairperson
St. John's Hospital

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Letter of Understanding - A

Effective June 1, 1987, the seniority lists for bargaining unit nurses at St. John's (East and Northeast), Bethesda and St. Joseph's shall be merged as one seniority list based on the inclusion of the total compensated hours accrued by a nurse as reflected on the seniority lists of the prior separate bargaining units. There will be one Contract Agreement for the merged bargaining unit which shall be deemed one Hospital for all purposes related to this Contract Agreement. No nurse shall be required to transfer on a permanent basis from a location covered by the HealthEast Contract Agreement to another such facility. No nurse covered by this Contract Agreement shall float to or be required to relocate to a HealthEast non-Contract location. If a service is moved to a non-Contract location, the Hospital will provide appropriate cross-training and orientation at its expense for open positions in the bargaining unit for nurses who desire to remain under this Contract. If there are not sufficient registered nurse openings for all nurses who wish to remain under this Contract, or if a nurse does not complete the qualifications for such an opening, she or he may accept layoff and retain the protections of Sections 35 C. and 14 B., E. and F.

Nurses who have accrued seniority of 1,040 hours or more as shown on the merged HealthEast seniority list of June 1, 1987 shall be guaranteed that there shall be no layoff during the term of this Agreement as a result of any service being moved from a Contract to a non-Contract location.

Effective June 1, 1988, all nurses who were on the merged HealthEast seniority list on June 1, 1987 shall be guaranteed that there shall be no layoff during the balance of this Agreement as a result of any services being moved from a Contract to a non-Contract location.

If the Hospital establishes a common float pool for HealthEast locations covered by this Contract, such float pool shall be filled on a voluntary basis exclusively by bargaining unit nurses through the posting procedures set forth in this Contract Agreement.

There shall be no break in insurance coverage and no additional waiting period required as a result of the merger of the prior three bargaining units under a single Contract.

Other provisions of this Contract Agreement notwithstanding, if a nurse who maintains seniority as provided for by this Contract Agreement as a result of employment before or after June 1, 1987, at a St. John's, Bethesda, or St. Joseph's location(s) relocates to the non-Contract Midway or Mounds locations in an assistant head nurse or staff nurse position, said nurse shall have her or his seniority indefinitely "frozen" for all Contract purposes until:

1. the nurse transfers, or is promoted, to a position other than assistant head nurse or staff nurse at a HealthEast non-Contract location in which case all her or his seniority will end; or,

2. the nurse terminates from any position at a HealthEast non-Contract location, in which case all her or his seniority then accumulated will end; or,

3. in the absence of either of the foregoing, the nurse relocates to a HealthEast Contract bargaining unit position, in which case her or his seniority then accumulated shall recommence accumulation as provided in this Contract Agreement.

This Agreement shall be deemed part of the Contract Agreement for all purposes related to the Grievance procedure set out in Section 27 of the Contract Agreement; and shall in no way limit, modify or reduce rights of a nurse under other parts of this Contract Agreement.

DATED: _____

HEALTHEAST

By SIGNED

MNA/vjb 6/1/87

MINNESOTA NURSES ASSOCIATION

By SIGNED
Karen Patek, Senior Staff Specialist

LETTER OF UNDERSTANDING - B

A. Health and Safety standards will be established taking into consideration workplace assessments set forth in the Action Plan related to this issue. Data and resources from NIOSH, Occupational Health Organizations, and recognized standards and guidelines identified by the parties may be considered. Over the first year of the Contract, both parties will work aggressively to mutually identify and prioritize areas based on relevant data which the parties have collected, analyzed, and evaluated. Over the second year of this Contract and based on the data, appropriate standards and engineering controls will be mutually developed and implementation begun in a concerted and mutual desire to reduce workplace injury and illness.

B. 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 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, Minnesota Nurses Association will waive the posting requirements of Section 17, Schedules and Postings, 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 Section 26, Health and Safety Section 19, 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.

8. The Hospital and the Association will jointly develop and periodically present education regarding the A.D.A.

Signed this _____ day of _____, 1995.

HOSPITAL

By SIGNED

MINNESOTA NURSES ASSOCIATION

By SIGNED

1995

LETTER OF UNDERSTANDING - C

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

Labor/Management Committee:

The Hospital and the respective Minnesota Nurses Association Chairpersons will determine the appropriate Labor/Management structure and process, taking into consideration contractual agreements and past successes with existing committees. For this purpose, a labor/management committee is defined as having equal representation from hospital management and Minnesota Nurses Association representatives. These committees may include, but are not limited to, 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:

- problem solving training for all members of the committees
- development of a charter or mission which outlines the purpose, membership, outcomes expected, and timelines
- behavioral standards or groundrules
- methods for bringing issues to the committee
- mutually agreed upon decision making criteria
- process for routing of information, tracking outcomes, and providing feedback
- methods for evaluating and improving the work of each committee
- relationship to other committees
- process for conflict resolution/grievance procedure

Signed this _____ day of _____,1998.

HEALTHEAST CORPORATION

By SIGNED

MINNESOTA NURSES ASSOCIATION

By SIGNED

Updated 1998

LETTER OF UNDERSTANDING - D
BETWEEN
MINNESOTA NURSES ASSOCIATION
AND
WOODWINDS HEALTH CAMPUS

May 6, 1998

It is the desire of HealthEast to continue and expand upon Minnesota Nurses Association ("MNA"), emphasizing a spirit cooperation, at the Woodwinds Health Campus ("Woodwinds"), consistent with the requirements of the National Labor Relations Act.

The following principles and understandings will guide this relationship:

1. The success of Woodwinds is fully dependent on its people. Hiring and retention of qualified, experienced, and dedicated personnel is essential. It is recognized that the best source of such trained workers is found in the existing employees employed at HealthEast. Therefore, to ensure a fully qualified work force, Woodwinds agrees to give preference in hiring for openings to employees already employed by and/or on layoff at HealthEast at other existing locations. Registered Nurse openings at Woodwinds excluding the list of positions described in attached Exhibit 1, will be posted at current job posting locations within HealthEast.

2. It is critical for everyone to live this partnership agreement by understanding and demonstrating the characteristics of a healing and innovative care environment which meets the needs and adds value to the community.

3. The work principles we intend to adopt will support a clinically skilled, diverse work force committed to service excellence and dedicated to developing a market competitive model of care that has been mutually designed and implemented.

4. In building our current relationship, the parties wish to expand and develop an exemplary Labor/Management relationship which is responsive to the existing health care environment and of all the affected parties. To that end, we will mutually explore and create a new Labor/Management model that promotes:

   (a) the shared vision of the campus;
   (b) the development of new employment opportunities which provide employment security, job satisfaction, and quality outcome;
   (c) meeting the health care needs of the diverse populations in our community by developing systems that are responsive to patient needs and are cost competitive; and
   (d) minimizing disruption for the employees and our organization.

5. Woodwinds agrees to recognize the MNA as the bargaining representative of its employees who will be employed at Woodwinds in a bargaining unit more fully described in the attached Exhibit 1. This recognition will comply with the terms and conditions of the National Labor Relations Act and be effective when the MNA achieves majority status as required by law. Majority status may be shown through a variety of methods including a petition, card count, or election. The method will be determined by the MNA. Time parameters for this process will not exceed 90 days of Woodwinds opening unless the parties mutually agree to an extension.

Recognition would be completed no later than 30 days after the time the MNA presents evidence of majority status.

6. The parties agree to commence bargaining on terms and conditions to be applicable to registered nurses at Woodwinds, and this bargaining will commence at a time agreed upon by the parties and in compliance with the terms and provisions of the law. The parties will utilize a modified form of the interest based process. In the interim, the parties will research several Labor/Management cooperative and care delivery models and develop hybrid processes tailored to specifically meet our shared needs.

7. The parties agree to meet, confer and negotiate this Letter of Understanding if state and/or federal laws exist making any part of this Letter of Understanding illegal.

HEALTHEAST

By SIGNED
Its _____

Dated: May 6, 1998

MINNESOTA NURSES ASSOCIATION

By Signed
Its _____

Dated: May 6, 1998

WOODWINDS HEALTH CAMPUS

By SIGNED
Its _____

Dated: May 6, 1998

Exhibit I

HEALTHEAST (Woodwinds)

The appropriate bargaining unit at Woodwinds will include registered professional staff nurses and AHNs, excluding supervisors, managerial employees, guards, and all other employees, plus the following

- ALS EDUCATION INSTRUCTOR
- ANESTHESIA CLINICAL COORDINATOR
- CARDIAC REHAB NURSE SPECIALIST
- CARDIOVASCULAR NURSE (CVIC Nurse)
- CLINICAL EDUCATOR
- CQI EDUCATION SPECIALIST/RN
- CQI EDUCATION SPECIALIST
- CRISIS INTERVENTION SPECIALIST I1
- CRNA INSTRUCTOR
- EDUCATION COORDINATOR-SURG SRV
- HEALTH SERVICE NURSE
- HOSPICE ADMISSIONS SPECIALIST
- INFECTION CONTROL SPECIALIST
- NURSE ANESTHETIST
- ONCOLOGY NURSE SPECIALIST
- ORDER NURSE
- PRENATAL EDUCATION INSTRUCTOR
- QM SPEC/PERF. IMPROVEMENT
- QM SPEC/UTILIZATION
- RADIATION THERAPY NURSE
- MATERNAL OUTREACH COORDINATOR

This list may not be inclusive of all positions, however, our intent remains to keep current non-contract RN positions non-contract. Where positions were represented by MNA previously, it is our intent to continue to recognize the MNA as the representative under the terms listed in the Letter of Agreement.

LETTER OF UNDERSTANDING - E
June 1, 2001

Pension No Strike / No Lockout Clause

The Employer agrees to follow the Twin City MNA Pension Plan employees regarding whether or not this Agreement is adopted.

HEALTHEAST CORPORATION

By SIGNED
Stephen Sprint
Vice President, Human Resources

Date _____

MINNESOTA NURSES ASSOCIATION

By SIGNED
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date _____

MNA\JHrkr\Contracts\HealthEast 2004-2007

LETTER OF UNDERSTANDING - F
June 1, 2004

The parties agree that the issue of every third (3rd) weekend off for the Bethesda Float Pool will be delegated to the Bethesda SAC for formulation and implementation of a plan. At the conclusion, a report will be sent to the Labor Management Committee.

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

Date 8-18-04

MINNESOTA NURSES ASSOCIATION

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date 8-18-04

LETTER OF UNDERSTANDING - G
June 1, 2004

Each site has separate holiday policy addenda. Each addendum will be amended to reflect:

- Reminder for what constitutes a weekend for scheduling purposes
- That staff can request the day off in lieu of holiday worked
- If staffing is unable to grant the nurse's request without requiring the nurse to work an additional weekend shift, a weekend bonus will be paid
- Day off in lieu of holiday worked trade will be weekday for weekday and weekend for weekend as defined by weekend for scheduling purposes
- Individual draft policies will be referred to SAC for review and implementation

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

Date 8-18-04

MINNESOTA NURSES ASSOCIATION

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date 8-18-04

LETTER OF UNDERSTANDING – H
June 1, 2004

The parties agree that due to the complexity and time commitment involved in evaluating best practices for floating across service lines/units, the Care Delivery Committee will address such concerns.

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

Date 8-18-04

MINNESOTA NURSES ASSOCIATION

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date 8-18-04

LETTER OF UNDERSTANDING - I
June 1, 2004

During the term of this contract agreement, the Labor-Management Committee will evaluate the option of RNs (.9) and above with greater than or equal to (30) calendar years of service not being required to work weekends.

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

Date 8-18-04

MINNESOTA NURSES ASSOCIATION

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date 8-18-04

LETTER OF UNDERSTANDING - J
April 15, 2004

Considerable Care Delivery Committee hours are necessary to develop new and review existing staffing adequacy indicators. Further, from these indicators, specific triggers must be identified that demand timely action to address staffing concerns. The following were identified in contract negotiations as options to address this task, with the expectation that it be completed expeditiously:

- Regular education of RNs about staffing adequacy forms and their importance, i.e., Nursing Memos
- SAC member or designee on each unit to manage staffing adequacy forms and the process
- A process for identifying the day on which staffing adequacy is measured
- Explore a weekly frequency of completing staffing adequacy forms
- Establish a time frame and resolution for each problem associated with identified triggers
- Utilize Rapid Cycle Improvement to deal with resolution of problems associated with a trigger on the unit
- Improve the staffing adequacy form
- Use an electronic database for staffing adequacy data
- Use time and attendance system in evaluating staffing adequacy data on each unit
- Explore idea of a staff nurse satisfaction survey in NDNQI (National Database of Nursing Quality Indicator) format
- Review staff mix of RNs/LPNs/UAPs (Unlicensed Assistive Personnel) on units on a regular basis, as a National Database of Nursing Quality Indicator
- Review total nursing productive care hours per patient day, as defined by NDNQI (National Database of Nursing Quality Indicator) process
- Develop a process for staff nurses to give input at the end of each staffing adequacy shift

HEALTHEAST CORPORATION

By (signed)
Virginia Sullivan
Vice President, Human Resources

Date 8-18-04

MINNESOTA NURSES ASSOCIATION

By (signed)
Jerry Hatalla
MNA Staff Specialist, Labor Relations

Date 8-18-04

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		$1500.00
IV.	Orthodontia		Excluded
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

APPENDIX B -- DRUG AND ALCOHOL TESTING POLICY

HEALTHEAST HOSPITALS
DRUG AND ALCOHOL TESTING POLICY
FOR REGISTERED NURSES

PURPOSE: HealthEast 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. HealthEast has therefore adopted this Drug and Alcohol Testing Policy for Registered Nurses.

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

GROUNDS FOR TESTING: 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 a HealthEast Contract Hospital. The laboratory will notify the Hospital 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 - A registered nurse may be requested to undergo drug and/or alcohol testing if the registered nurse has been referred by a HealthEast Contract Hospital 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 Hospital 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 present 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 Hospital 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 Hospital and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital 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 Hospital'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 Hospital's treatment of other private and confidential information concerning employees. This information will not be communicated by the Hospital 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.

APPENDIX C

HEALTHEAST
RECOGNIZED CERTIFICATION PROGRAMS

ACCE-ASPO/Lamaze Certification in Childbirth EducationAmbulatory Care Nurse - ANCC
CAPA — American Society of Peri Anesthesia Nurses
CARN-National League for Nursing certification for Addictions Nursing
CCRN-American Association of Critical-Care Nurses
- Adult Critical-Care Nursing
- Neonatal Critical-Care Nursing
- Pediatric Critical-Care Nursing

CDE--American Association of Diabetic Educators
CEN -Emergency Nurse Association
CFRN-Emergency Nurse Association Certification in Flight Nursing
CGRN-Society of Gastroenterology Nurses and Associates, Inc.
C--American Nurses Association (ANCC-American Nurse Credentialing Center)
CIC--Infection Control
CRNI-Intravenous Nurses Society
IBCLC-International Board of Lactation Consultants Examiners, Inc.
CHN--Nephrology Nursing certification in Hemodialysis
CPDN-Nephrology Nursing certification in Peritoneal dialysis
CNA - Nursing Administration, ANCC
CNN--American Nephrology Nurses Association
CNRN-American Association of Neuroscience Nurses
OCN--Oncology Nurses Society
CRNFA — Association of Peri Operative Registered Nurses, Inc.
CRNO-American Society Ophthalmic Registered Nurses
ONC--National Association Orthopedic Nurses
FAAPM-American Academy of Pain Management
CNOR--Association Operating Room Nurses
CORLN — Society of Otorhinolaryngology and Head-Neck Nurses, Inc.
CPSN-American Society of Plastic and Reconstructive Surgical Nurses
CPAN-American Society of Post Anesthesia Nurses
CRRN-Association of Rehabilitation Nurses
CURN-American Board of Urologic Allied Health Professionals
CVN - Cardiac/Vascular Nurse, ANCC
CWOCN — Wound, Ostomy and Continence Nursing Certification Board
HNC — American Holistic Nurses Association
Informatics Nurse — ANCC
Nursing Case Management - ANCC
Nursing Professional Development – ANCC

RNC--National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
Inpatient Obstetric Nurse
Hospice
Neonatal Intensive Care Nurse
Low-Risk Neonatal Nurse
Reproductive Endocrinology/Infertility Nurse
Ambulatory Women's Care Nurse
High-Risk Obstetric Nurse
Maternal Newborn Nurse

C--- *American Nurses Association*
General Nursing Practice
Perinatal Nurse
High-Risk Perinatal Nurse
Maternal-Child Nurse
Pediatric Nurse
Medical-Surgical Nurse
Gerontological Nurse
Psychiatric and Mental Health Nurse
Adult Nurse Practitioner
Cardiac Rehabilitation Nurse
Home Health Nurse

The Hospital may agree to recognize the following or other certifications it agrees is applicable to an individual nurse's area of practice.

CRNA-Council on Certification of Nurse Anesthetists
CNM--Association of Certified Nurse Midwives
CPN AND CPNP--Certification Board of Pediatric Nurse Practitioners and Nurses
RNC--National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
Women's Health Care Nurse Practitioner
Neonatal Nurse Practitioner
C---American Nurses Association
Pediatric Nurse Practitioner
Gerontological Nurse Practitioner
Clinical Specialist in Gerontological Nursing
Clinical Specialist in Medical-Surgical Nursing
Clinical Specialist in Adult Psychiatric Mental Health Nursing
Clinical Specialist in Child & Adolescent Psychiatric and MH Nursing

NOTE--*Most organizations on this list conduct their certification examinations through separately* established boards or corporations.

MNA 2004

APPENDIX D

PENSION PLAN NOTE

The Twin City Hospitals Retirement Plan for Registered Professional Nurses Represented by Minnesota Nurses Association, previously established as a result of negotiations between 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 will be available for every nurse as soon as it is completed.

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 your 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
(The Plan Administrator)
Suite 404
2850 Metro Drive
Bloomington MN 55425
952 954-0795
1-800-535-6373

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

YOUR HOSPITAL HUMAN RESOURCES OFFICE
Bethesda Rehabilitation Hospital (232-2000)
St. John's Hospital (232-7000)
St. Joseph's Hospital (232-3000)

APPENDIX E
INTENT MANUAL

A. **On-Call Duty**: During the life of this agreement, a staffing and scheduling sub-committee of the Labor/Management Committee will be called to address on-call issues, where on-call is part of the work agreement.

HealthEast Call Pay Guidelines - Registered Nurses.

1. HealthEast has a practice of guaranteeing nurses a minimum of four (4) hours at time and one-half (1½) when called to work while off premises on-call. The time and one-half (1½) rate is paid even though the hours worked may not be considered overtime.

2. Call-back pay begins when employee arrives at the Hospital (rounded to nearest 15 minutes).

3. Employees called prior to start of call shift will receive call-back pay even if notified in advance of call shift that they will be needed to work (note exception in guideline 4.) **EXAMPLE**: *A nurse is on call from 7:00 a.m. - 7:00 p.m. on Saturday and is notified in advance on Friday that they will be needed to work at 7:00 a.m. on Saturday. Hours worked would be treated as callback and paid at time and one-half (1½) pay rate.*

4. Employees who voluntarily take off premise on-call in lieu of a scheduled shift (instead of voluntary or mandatory low need days) would receive call-back pay if called in to work less than one (1) hour prior to beginning of shift. **EXAMPLE**: *A Maternity Care Center nurse voluntarily takes call from 3:00 p.m.-11:30 p.m. in place of her/his regularly scheduled shift. If called in to work after 2:00 p.m. the nurse would receive call-back pay. If called in to work at or before 2:00 p.m., the nurse would receive regular pay for the 3:00 p.m.-11:30 p.m. shift.*

5. Off premise call pay during call-back: employees do not receive call-back pay and off premise call pay at the same time; off premise on-call hours are reduced by the number of hours of call back paid during the. call period. **EXAMPLE**: *If on call from 11:00 p.m.-7:00 a.m. and nurse is called in to work from 3:00 a.m.- 4:00 a.m., nurse is to be paid four (4) hours call-back pay at time and one-half (1½) plus four (4) hours off premise on-call pay.*

6. Employees may be required to work full four (4) hours when called in to work up to end of call shift.

7. Employees who are on-call off premises and are called at home to answer a question are not eligible for call-back pay.

8. In areas where on-call duty is mandatory, employees are expected to arrive at the Hospital within twenty (20) minutes of the time called to work. Employees are expected to be available for call at the beginning of call shift. **EXAMPLE**: *If on-call shift is 7:00 a.m.-3:30 p.m. a surgery employee may be called at 6:40 a.m. and expected to be at work at 7:00 a.m.*

9. Nurses receive four (4) hours call-back pay for call-back during call shift preceding regularly scheduled shift. **EXAMPLE**: *Nurse is scheduled to be off premise on-call from 11:00 p.m.-7:00 a.m. and is called to work at 5:00 a.m. Nurse then works regular*

scheduled shift from 7:00 a.m.-3:30 p.m. Nurse is to be paid four (4) hours at time and one-half (1½) and eight (8) hours of straight time. **EXAMPLE**: *Nurse is scheduled to be off premise on-call from 11:00 p.m.-7:00 a.m. and is called into work at 11:00 p.m., works eight (8) hours and then works regular scheduled shift from 7:00 a.m. - 3:30 p.m. Nurse is to be paid four (4) hours at time and one-half (1½) , four (4) hours at double time, and eight (8) hours at straight time.* **EXAMPLE**: *Nurse is scheduled to be off premise on-call from 11:00 p.m.-7:00 a.m. and is called in to work at 3:00 a.m., works four (4) hours and then works regular scheduled shift from 7:00 a.m.-3:30 p.m. Nurse is to be paid four (4) hours at time and one-half (1½) , and eight (8) hours at straight time.*

10. Voluntary exchange of call hours will not result in additional call backs paid by the Hospital.

11. Call-back hours cannot exceed number of hours on call. **EXAMPLE:** *A nurse who is on-call from 7:00 p.m.-7:00 a.m. and is called in to work multiple times cannot be paid for more than twelve (12) hours of call-back pay, and off-premises on-call pay.*

12. In areas where on-call duty is part of the nurses work agreement, overtime language will apply for the first hour of a call shift when the call shift immediately follows a worked shift; off premise on-call language will apply when overtime exceeds one (1) hour into the nurses call shift. **EXAMPLE**: *Operating Room Nurse is scheduled to work 7:00 a.m.- 3:30 p.m. and to be on-call from 3:30 p.m. - 11:00 p.m. Nurse works until 4:00 p.m. Nurse is paid eight (8) hours at straight pay and one-half (1/2) hour at time and one-half 1½).* **EXAMPLE:** *Operating Room Nurse is scheduled to work 7:00 a.m. - 3:30 p.m. and is scheduled to be on-call from 3:30 p.m. - 11:00 p.m. Nurse works until 5:00 p.m. Nurse is paid eight (8) hours of straight pay and four (4) hours at time and one-half (1½). This situation is treated as a call back even though the nurse did not leave hospital premises.*

B. **Health Plans**: A permanent subcommittee of the Labor/Management Committee will be commissioned to deal specifically with issues that develop during the life of this Contract Agreement regarding all the Health Insurance Plans. Part of the initial charge of this committee will be to provide education regarding the benefit and cost differences of all the Health Care Plans that exist.

C. **Sick Leave**: The Hospital agrees to send a quarterly statement to each nurse that indicates available sick time balance and seniority hour accrual. Nurses will receive this statement through inter-office mail. The quarterly statement may be discontinued when the hospital provides the information electronically. Accessibility concerns should be directed to Human Resources.

D. **Flexible Scheduling Options**:

1. HealthEast and Minnesota Nurses Association have agreed to address recruitment and retention issues by focusing on flexible scheduling options to include some or all of the following:
   - Partnered positions (splitting a 14 day schedule).
   - Shared positions (split 1 F.T.E.).
   - 12 hour shifts with every third weekend.
   - Shorter shifts to meet personal needs.
   - Flexible start times.

- 7 days on / 7 days off schedules.
- Shared positions between facilities.
- Seasonal employees.
- Employees serving as vacation relief.
- Short term incentives for off-shift fill-in.

Following R.N. survey data, upon receipt of H-works recommendations, and with staff Registered Nurse input, plans, as appropriate, will be developed by the site Staffing Advisory Committee Committees, under the guidance of the Joint Labor/Management Committee.

2. HealthEast and Minnesota Nurses Association recognize that employee morale and continuity of care can be negatively affected when Registered Nurse staff is floated to accommodate agency (short or long term). To enhance morale and continuity of care, we agree to:
   a. Revise long-term agency contracts to include the agreement to work more than one unit. Example: *If there are no critical care patients or if census drops on that particular unit, the agency nurse will be floated to the other ICU unit at St. Joseph's Hospital, or to St. John's Hospital Critical Care Unit, or would be floated to Telemetry at St. Joseph's or St. John's. Final option would be to float to medical surgical units to ensure the no-cancel status.*
   b. It is the intent of the staffing office to contact unit staff, if floating is **unavoidable**, due to use of any agency staff.
   c. Floating of unit staff to accommodate agency staff will be monitored through site SAC committees.

E. **Health and Safety**. To better assist Registered Nurses injured on the job, we jointly agree to the following:
1. HealthEast will designate a contact person for Minnesota Nurses Association to discuss questions or issues related to disabled nurses.
2. HealthEast will monitor the quality of service delivered by the Worker's Compensation Insurance Carrier.
3. HealthEast, in partnership with the Insurance Carrier, will develop a pamphlet to be distributed through the Occupational Health Department. The pamphlet will include an option for the Registered Nurse to contact Minnesota Nurses Association. Final draft to be presented and approved at HealthEast/MNA Health and Safety Committee.
4. An educational program will be provided to HealthEast/MNA Health and Safety Committee on the type of contracts established with carriers and the process involved.

F. **Required Education Subsequent to Employment**. Pre-planning for all mandatory education will be done as far in advance as possible with special emphasis on the following:
1. Staffing up on education or skill days.
2. The Education Department will communicate the preparation time, if necessary, designated as either new skill or refresher, allotted for each educational offering.
3. In the event of problems with "Required Education Subsequent to Employment", an appeal process exists through the use of the Labor/Management Committee.

G. **Casual Part-Time Nurses**. Casuals are not regularly scheduled and do not have a defined F.T.E. work agreement.

H. **Posting and Filling of Positions**. On top of posting boards, a statement would indicate that all job offers are made by Human Resources.

I. **Tax Sheltered Annuity**.

1. Human Resources will set up a process to review fund offerings in the Fidelity Tax Sheltered Annuities program on an annual basis.
2. Human Resources will also set up mechanism for employee input into fund review process.
3, An announcement will be placed in HealthEast Today regarding updates on Tax Sheltered Annuities offerings.

J. **Assessment**. The letter offering employment will include a statement indicating that there is an assessment period.

During Hospital Orientation, MNA will emphasize the Assessment Period.

If it is determined that the nurse is not meeting the needs of the position he/she will be offered reassignment if an open position is available for which he/she may be qualified within four (4) weeks orientation.

"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.

K. **Bereavement**. A nurse request for time off without pay for bereavement, will be worked outjointly between the nurse and manager in an attempt to accommodate the nurse's request, while assuring that patient care needs are met. Issues arising from this request will be promptly addressed by an MNA Representative and Nursing Leadership or designee.

L. **Sick Leave Use**. The Contract references that no nurse shall be penalized for legitimate use of sick leave. Thoughtful discussion occurred regarding decrease in FTE appointment. The following process is recommended when addressing attendance concerns/decrease in FTE appointment:

1. Identify the attendance concern.
2. Open dialogue between nurse and manager will occur to discuss a plan of action with goals and establish a timeline utilizing the Employee Notice of Attendance Concerns form.
3. Ongoing discussion will occur as it relates to the plan and goals.
4. A decrease in FTE will be considered only if stated goals are not met. Such decrease will not be taken lightly. At any time during this process, a nurse may choose representation by MNA.
5. If a nurse feels she/he has been treated unfairly they may utilize the below mentioned Appeal Forms:
   - Appeal Process for Disputes Involving Absenteeism

M. **HealthEast Float Pool**. A common HealthEast Float Pool has been established to supplement Registered Nurse bargaining unit positions at designated HealthEast facilities. At the 1998 Negotiations, the following was agreed upon as guiding principles for the HealthEast Float Pool:

- These positions are determined on Registered Nurse non-productive hours and will be reviewed annually at the Labor/Management meeting.
- A unit core staff will be maintained.
- The HealthEast Float Pool will not become the primary source of staffing.

N. **Staffing Guide**. Where grids are used and when there are changes to be made for budgetary purposes, every effort will be made to communicate such changes prior to implementation using a process to be defined by Minnesota Nurses Association Care Delivery Committee. This process will allow for one or more of the following:

1. An emergency meeting between Hospital Management and MNA Chairs, if the change needs to be immediate.
2. An emergency meeting of SAC members.
3. A regularly scheduled SAC meeting.
4. A regularly scheduled HealthEast Care Delivery meeting.

It is intended that the above process will be further delineated at a future HealthEast Care Delivery meeting and that the process will stop at the point where any issues created by the change, are resolved. Further, the intent of bringing such changes to any emergency or regularly-scheduled meeting is for the purpose of information sharing and input from both Minnesota Nurses Association and management.

O. **Exchanges (Even/Uneven)**. Uneven exchanges shall not have the net effect of decreasing in any calendar year, the work agreement by greater than four (4) shifts per year for full time RN, (prorated for part time). Compliance review will occur on a six (6) month basis.

Definitions:

1. Even Exchanges - Equal exchanges of shift between two (2) employees in the same pay period.
2. Uneven Exchanges - Exchanges of shifts between two (2) employees resulting in a decrease of scheduled hours that pay period for one (1) employee. Uneven Exchanges will not have the net effect of decreasing the work agreement in any calendar year by more than the following:

Four (4) shifts:	.8-1.0 FTE per 64-80 hour pay period
Three (3) shifts:	.6-.7 FTE per 48-56 hour pay period
Two (2) shifts:	.4-.5 FTE per 32-40 hour pay period
One (1) shift:	.1-.3 FTE per 8-24 hour pay period

P. **Vacation Around Holidays**. Vacation around holidays will be granted on a limited basis and will be based on unit seniority; this includes the Christmas and New Year's holiday.

Q. **Low Need Days.**

1. Nurses will have ability to use vacation for Mandatory and Voluntary Low Need Days unless management identifies a financial hardship. If management asserts such a financial hardship, they will notify MNA Chairs.
2. For purposes of counting Mandatory Low Need Days, a shift will be defined as the number of hours scheduled that day.

R. **Hospice Program**. HealthEast and the Association agree to the following regarding the Hospice Program:

1. If a nurse is called to work while on-call off premises, she or he will be guaranteed not less than two (2) hours pay (instead of four (4) hours).
2. The Hospice staff will meet to discuss the following or other pertinent issues as deemed necessary. A facilitator will be utilized to assist as needed.
   - Overtime
   - Case Assignment
   - Staffing Patterns
   - Flex Scheduling
   - Continuity of Care for Continuous Care
   - Explore different start times
   - 40 hour work week for overtime purposes
3. The 1998 Negotiating Committee may reconvene for the purpose of exploring economic contractual issues surrounding the Hospice Program.
4. If the recommendation is to close the Hospice Program - it is agreed this would trigger lay off in the HealthEast system.

S. **Input to the Board of Directors**. The Vice President of Human Resources will bring corporate input issues presented by the Minnesota Nurses Association to the Chief Executive Officer for discussion, followed by feedback to the Labor/Management Committee.

The Labor/Management Committee will identify a defined process to provide employee input to the Board of Directors, including patient care issues emphasizing a holistic patient focus.

T. **Insurance Plan Review**. There will be a quarterly review of the welfare benefit plans that affect the Minnesota Nurses Association membership. This review will be conducted by HealthEast Employee Benefits Director and MNA Staff Specialist, Labor Relations, or their designees.

APPENDIX F

MINNESOTA NURSES ASSOCIATION DUES DEDUCTION AUTHORIZATION FORM

I hereby authorize and direct my Employer to deduct from my salary and to pay the designated office of the Minnesota Nurses Association annual membership dues or service fees in the amounts from time to time duly certified by the Minnesota Nurses Association. I agree that the Employer may deduct the annual dues or service fees for the current year by means of approximately uniform monthly deductions for twelve (12) pay checks and that this cycle of deductions for the then current amount, as described above, will be automatically repeated annually during the operation of this authorization.

SAMPLE

- ❒ I direct that dues for membership in the Minnesota Nurses Association and the applicable District Nurses Association be deducted.
- ❒ I direct that dues for membership in the Minnesota Nurses Association only, be deducted.
- ❒ I choose not to be a member of the Minnesota Nurses Association, but direct that the service fee for non-membership be deducted.

(Please check one of the above)

I further direct that said deductions shall be effective:

- ❒ Immediately.
- ❒ At the completion of the first pay period in the first calendar month after I have completed sixty (60) calendar days of employment.

(Please check one of the above)

Employer: _____

Name: _____ _____ _____
Last *First* *Initial*

Address: _____
Street, Apt. #, PO Box

_____
City *State* *Zip Code*

Telephone: _____ - _____ SS#: _____ - _____ - _____

Employee Signature: _____ _____
Date

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