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Minnesota  
**MNurses**  
Association

# Contract Agreement

2004 - 2007

*Between*

**Mercy Hospital**

*Allina Hospitals and Clinics*

*and*

**Minnesota Nurses Association**

124 pgs

June 1, 2004 – May 31, 2007

**CONTRACT AGREEMENT**

Between

**MERCY HOSPITAL**

And

**MINNESOTA NURSES ASSOCIATION**

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## DEFINITIONS

The following are terms and definitions that are used throughout this contract:

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 Aprofessional 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, and will be prominently displayed on the nurse's nametag, along with the nurse's professional credentials.

**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.

**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 nurse employed by the Hospital to work on a continuing basis, a usual specified number of scheduled hours per payroll period.

(2) **Casual Part-Time:** 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. (Refer also to Section 6, sub-section (e)).

a. **Regular Casual Status:** To maintain regular casual part-time status, a:

1. **Regular Casual Registered Nurses will be required to work two (2) shifts per four (4) week schedule, one of which will be a weekend shift and the other will be an evening or night shift as long as there are open shifts.**

2. For all Regular Casual Registered Nurses working an evening or night shift on a weekend satisfies both the shift and weekend requirement for one (1) open shift. (For the purposes of this requirement only, nurses will be given credit for working Friday 3:00 p.m.-11:30 p.m. and 11:00 p.m.-7:30 a.m. on Sunday in addition to the regular weekend shifts).
  3. Variation on above requirement for units not operating 24/7 would be determined by mutual agreement at the Staffing Advisory Committee.
  4. Failure to work the required open shifts will result in the initiation of progressive discipline.
  5. Shifts picked up for regularly scheduled RNs will count towards the requirement.
- b. Intermittent Casual Status: Casual nurses may elect in January of any year to be on intermittent casual status. Nurses making this election may choose to work every other weekend for a specified number of consecutive months, and then be relieved of any casual requirements for an equal number of months. The nurse may not elect to be off during the period of June 1<sup>st</sup> through August 31<sup>st</sup>.
- c. Retired Casual Status: A nurse who is eligible for pension before age 65, who has retired and been rehired, may work up to six hundred (600) hours per year. If a nurse is retired at age 65 or older, there is no maximum hour restriction. The retired nurse's commitment may be annualized (be available 24 shifts per year) vs. a monthly commitment of availability of two (2) shifts.
- (3) Per Diem Nurses: The term Per Diem applies to any nurse employed in a Per Diem position according to **Per Diem Nurses (LOU 2001)**.

THIS AGREEMENT is made and entered into by and between Mercy Hospital 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

**See also: Education (LOU 1998)**

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. Provision has been made in Section 13, Leave of Absence, for appropriate leaves of absence for educational purposes.

(a) Tuition Reimbursement: The Hospital shall pay the nurse minimum reimbursement in the amount of one hundred percent (100%) of tuition and required fees and books up to three thousand dollars (\$3,000.00) per year for educational course work at an accredited institution under the following circumstances:

- (1) The Director of Nursing or designee 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 to 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) A nurse may receive an advance payment of amounts provided in this Section subject to meeting the eligibility conditions set forth herein. The nurse shall repay the amount advanced if the course is not satisfactorily completed or if the nurse fails to remain in the employ of the Hospital as provided in subparagraph (3).

- (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 five hundred dollars (\$500.00) per year, paid at one-hundred percent (100%), 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 thereunder 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, including recertification. **See: Recognized Degree and Certification Programs (Appendix A).**
- (3) Related to complementary therapies that may enhance the nurse's skills, or
- (4) Related to the nurse's clinical area of practice.
- (5) Clinical Materials: Clinical materials, for example, resource books, guides, tapes, videos required by or related to workshops, courses and other educational programs including on-line and independent study programs that provide nursing CEUs, will be covered under this benefit as approved by the unit manager.

- (d) Required Education Subsequent to Employment: **Definition:** Any education required by the hospital subsequent to employment, shall be provided during the nurse's work agreement without assignment of patients, unless otherwise agreed to in advance, pursuant to the Contract agreement and with the expenses thereof paid by the

hospital. Educational activities and courses (as indicated on the wide classroom/study time list) shall include mutually agreed predetermined amounts of classroom and study time.

- (1) This required education includes RN role/responsibility and requirements. This may also include new job responsibilities for which no previous training or work experience was completed.
- (2) Role Driven Competencies: Competency validation is necessary to safely operate equipment or to learn established work procedure. Competency validation/education is necessary for new procedures/practices affecting the care delivered or work performed.
- (3) Work Unit Requirements: May be one time activities or activities repeated as determined by the business unit/hospital.
- (4) 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.
- (5) Study Time: **Definition:** Time spent outside the regular class time that is required to successfully complete the required activity.

When there is a mandatory educational activity which requires a certain amount of preparation outside of the course or for a mandatory self learning packet that is required and is completed outside of work time, the employer is accountable to pay for that study time. If the employee cannot be competent without some outside work, the employer is accountable to pay for study time.

Courses which have predetermined study time attached will include directions as to maximum amounts of study time to be paid and how to code study time for pay purposes.

- (6) Continuing Education Credits (CEUs):
  - (a) All courses/education that meet standards for granting continuing education units (CEUs) will provide CEUs.
  - (b) When new courses/education are developed they will be developed to meet criteria for granting CEUs as long as course content meets standards.
- (e) Orientation Program:
  - (1) New Registered Nurse Orientation Program: The parties agree that registered nurses who are in the first year of licensure or registered nurses with less than one (1) year of acute care

experience or registered nurses who are foreign-born and foreign-educated with minimal U.S. nursing experience shall be eligible for the following orientation program:

- (a) An individualized orientation program will include assessment of skills base and learning style for a minimum of 8 weeks. The orientation period may be decreased by mutual agreement between the orientee, the preceptor and the manager.
  - (b) Every effort will be made to schedule the orientee with no more than 3 preceptors. (Exceptions may need to be identified). The orientee will follow a preceptor's schedule where possible.
- (2) **Experienced Nurse Orientation Program:** Registered Nurses who are hired with recent hospital experience from the same specialty area will have an individualized orientation program for a minimum 3 to 4 weeks. Registered nurses who transfer within the bargaining unit will have a mutually agreed upon individualized orientation program. There are highly specialized areas that may require a longer period of orientation than 3 to 4 weeks.
- (3) **Extensions of Orientation:** The orientee who fails to progress towards independent practice during orientation will be identified by the preceptor/educator prior to the middle of the orientation period. A meeting will occur between the orientee, preceptor(s), educator(s) and manager to identify and address barriers. If an extension of the orientation period is required, it will be handled on an individual basis. No disciplinary action regarding performance will occur during the orientation extension.
- (f) **Preceptor Program:** The parties agree to develop a dedicated unit RN preceptor role by September 1, 2004. This role shall be voluntary, posted on an individual unit and shall last for 2 years at a time before being reposted. The position shall be available to nurses on a specific unit who are currently practicing as Registered nurses at the bedside. The compensation for this role shall include one-dollar and fifty cents (\$1.50) per hour.

Preceptors shall be eligible for this compensation only when providing orientation to an RN orientee (excluding others such as students and interns.) Paid training programs on teaching and preceptor training will be provided prior to the role starting and on an ongoing basis to the core group of preceptors on each unit. Registered nurses who may fill in for the preceptor, but who are not in the dedicated role shall only be eligible for the compensation if they assume the duties of the preceptor for a specified period of time greater than one week.

### 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, including on-premise on-call, 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 (hourly rate per Section 4 [a]) for on-duty hours in the bargaining unit position.

No nurse shall be disciplined for refusal to work overtime.

Overtime will not be used in place of hiring staff when there is a demonstrated need for additional scheduled staff.

A nurse will not be permitted to work more than one hundred twenty (120) hours in a pay period. A nurse will not be permitted to work more than two (2) consecutive double shifts.

- (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. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. Each unit will be accountable for the development of a break plan; this will include the definition of a break, and coverage available for RNs to receive breaks.

After any unit demonstrates a pattern for three (3) months of RNs not receiving appropriate meal and rest breaks, a review will be conducted by the Hospital Labor/Management group to review appropriate numbers of RNs assigned to the shift.

A nurse will not be required to remain on the unit, or be available for patient care during any unpaid meal or paid rest 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. Nurses who are regularly scheduled .8 to 1.0 FTE in the Float Pool and who work straight evenings or straight nights, whether scheduled to work eight (8) or twelve (12) hour shifts, may request to be scheduled to work every third weekend. 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 shall not be required to work more than days and evenings or days and nights. Deviation from the above two shifts as specified above shall be made by mutual agreement between the Hospital and the individual nurse.
  - (3) Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings or nights) except on days prior to scheduled days off.  
  
For purposes of this Agreement, a weekend on night duty will be Friday, 11:00 p.m. to 7:30 a.m.; and Saturday, 11:00 p.m. to 7:30 a.m., except when otherwise mutually agreed to be Saturday and Sunday.
  - (4) Nurses working a schedule of rotating shifts normally shall not be scheduled to work the evening shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off.
  - (5) Block schedules will be made available to regularly scheduled full time nurses at the nurse's request.
  - (6) Nurses shall not be scheduled to work more three (3) twelve (12) hour shifts on consecutive days except for a holiday weekend or by the nurse's request. Nurses who are regularly scheduled .9 FTE or below will not be scheduled more than five (5) eight (8) hour shifts on consecutive days without the nurse's consent. The number of consecutive shifts for regularly scheduled full time nurses will be mutually determined as block schedules are developed. Full time nurses who do not choose a block schedule shall not be scheduled to work more than seven (7) consecutive days without the nurse's consent.
  - (7) Nurses will not be scheduled for more than three (3) start times in a four (4) week schedule except by mutual agreement.

- (8) Nurses may give away up to three (3) shifts per calendar year without use of benefit time.
  - (a) The nurse must find a non-overtime, non-bonus RN replacement, not including pickup of shifts by per diem.
  - (b) Extra shifts worked in excess of regularly scheduled hours may be applied instead of utilizing benefit hours to complete the appropriate number of paid hours of the pay period.
  - (c) Extra shifts may occur between adjacent pay periods.
  - (d) Extra shifts may not be overtime.

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) **Every Third Weekend:** In order to decrease scheduled weekends for full and part-time nurses, the hospital and the MNA will work together to develop, implement and monitor unit plans to increase the number of nurses working every third weekend. However, it is understood that trends in increasing volumes, nurse vacancy rates and turnover that result in the unavailability of nurses to cover weekend shifts may necessitate scheduling nurses additional weekends up to every other weekend starting with the least senior nurse on a unit or within a community/center.
  - (1) In phasing in the every-third-weekend scheduling pattern, the following criteria will be used:
    - (a) Weekends off will be phased in on a unit by unit basis.
    - (b) Weekends off will be subject to the need to provide proper staffing.
    - (c) Weekends off will be granted on the unit based on seniority.
    - (d) The SAC/LMC will monitor this process.
  - (2) The hospital will begin implementation on January 1, 2005. Regularly scheduled nurses with at least twenty (20) years of bargaining unit seniority will be eligible to have the option to work every third weekend.
  - (3) Beginning on January 1, 2006, regularly scheduled nurses with eighteen (18) years of bargaining unit seniority will be eligible to have the option to work every third weekend.
  - (4) Beginning on May 31, 2007:
    - (a) Regularly scheduled nurses with at least fifteen (15) years of bargaining unit seniority will be eligible to have the option to work every third weekend.
    - (b) Regularly scheduled .8 to full-time nurses who work straight evenings and nights and who have at least five (5) years of bargaining unit seniority will be eligible to have the option to work every third weekend.

(e) Bonus for Extra Unscheduled Weekend Shifts: Full-time and regularly scheduled part-time nurses who work more weekend shifts than the 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.

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

(g) 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 (i) (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.

(h) Unscheduled Shift Call-In: 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.

(i) 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. Such schedules shall have a maximum of three (3) twelve (12) hour shifts on consecutive days except on a holiday weekend or at the nurse's request. 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.

(6) Permanent flexible schedules which are developed shall be consistent with this Section 3 (i) except that neither the nurse nor the Hospital may revoke such agreement to work a flexible schedule.

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.

(j) Alternative Weekend Schedules: The Hospital may establish flexible scheduling plans providing work schedules of two (2) twelve (12) hours shifts or three (3) eight (8) hour 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 shall be subject to the following conditions:

- (1) Unless otherwise expressly modified by this subsection, the provisions of Section 3, Flexible Work Schedules, shall be fully applicable to the Alternative Weekend Schedules.
- (2) Alternative weekend schedules developed under this program shall be within the period between 3:00 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 or three (3) eight (8) hour shifts on consecutive days during the above 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 or three (3) eight (8) 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 14(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 eight (8) or 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 14 (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 or twelve (12) hours of pay for each eight (8) hour weekend shift taken as vacation or sick leave.
- (7) A nurse electing an alternative weekend schedule will be scheduled to work on each holiday falling on a weekend. If a nurse is holiday exempt she or he will be scheduled to work the weekend holiday shift and will receive the holiday bonus.
- (8) Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.
- (9) Section 3 (e) relating to the Weekend Bonus and Section 4 relating to the Weekend Premium, and Section 4 (k) relating to Shift Differential,

and Section 4 (n) relating to the Straight Night Time Off Bonus shall not apply to the two (2) twelve (12) or three (3) eight (8) hour shifts for which a nurse is 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 on weekends under this Program or other schedules including twelve (12) hour shifts on a weekend developed in accordance with Section 3 (i) 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 (i). 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 is 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 15, Job Protection, Mergers and Reduction of Beds, subsection (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 between 3:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay

as set forth in this Section 3 (k). 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.

(14) Dependent on unit needs, alternative weekend schedules will be made available on a unit by unit basis where staff are currently working every other weekend.

#### 4. SALARY

(a) (1) **Salary and Increments:** The basic minimum salaries by classifications through the years of employment (including all employment both before and after execution of this Agreement) to become effective June 1, 2001, June 1, 2002 and June 1, 2003 shall be shown on the Salary Scale. (Also see Recognized Degree and Certification Programs, Appendix A).

(2) **Differential for the Baccalaureate Degree and Post-Baccalaureate Certificate in Nursing shall be at the rate of 3.5% above the Associate Degree/Diploma rate, as shown on the Salary Scale at the end of this Section.**

(3) **Differential for the Masters Degree shall be at the rate of 7% above the Associate Degree/Diploma rate, as shown on the Salary Scale at the end of this Section.**

(b) **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.

(c) **Recognition of LPN or Other Non-RN Experience:** A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or 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 14, Temporary Staffing Adjustments, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.

For salary purposes, a licensed practical nurse (LPN) will receive partial credit for previous work as a LPN in an acute care, long term or transitional care facility. For current Allina employees, the credit given is 75% for all hours worked as an LPN within Allina, and 50% for all hours worked as an LPN in non-Allina facilities.

For salary purposes, a certified surgical technician who will be continuing employment as a registered nurse in the operating room, will receive partial credit for previous work as a certified surgical technician in an Allina Metro acute care operating room. This credit is given to current Allina employees and is 75% for all hours worked as a certified surgical technician.

The maximum salary credit given to internal LPN or certified surgical technician applicants is 7 years on the RN salary scale. For external LPN applicants, this credit is 50% for all hours worked as an LPN, up to a maximum of 5 years on the salary scale.

(d) **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 as is defined in Section 10(d) Sick Leave. In determining whether a nurse has not met a work agreement, the Hospital shall consider all paid hours or unpaid benefit hours of the LOAs provided by the contract as hours worked.

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.

- (e) Relieving a Head Nurse: When a staff nurse performs the duties of a head nurse, 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.
- (f) Charge Differential: A nurse recognized by the Hospital to be acting in an authorized charge capacity on any shift of work for at least four (4) hours shall be paid an additional **two dollars (\$2.00)** per hour for all hours worked in that capacity.
- (g) Preceptor Differential: A nurse who serves in the role of Preceptor shall be paid, in accordance with the provisions of Section 2 (f) herein, **one dollar and fifty cents (\$1.50)** per hour in addition to the regular rate of pay for all hours designated as Preceptor hours.
- Registered nurses who fill in for the Preceptor, but who are not in the dedicated role, shall be eligible for the compensation if they assume the duties of the Preceptor for a specified period of time greater than one week.
- (h) Application of Salary Minimums: In no case will a nurse be employed at a salary lower than the minimums set forth in this Agreement, except in an extraordinary case in which such employment is agreed to by the 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.
- (i) Length of Service Upon Promotion: Any nurse who is promoted from one classification to another will be paid the appropriate salary according to the foregoing table for the classification to which she or he has been promoted based upon her or his total length of service in the Hospital, and will thereafter receive appropriate length of service increases within the classification to which she or he has been promoted. A reassignment or promotion within the bargaining unit shall not affect the eligibility dates for length of service.
- (j) Shift Differential:
- (1) **Evening shift differential shall be paid for the entire shift where the majority of hours occur after 3:00 p.m.**

- (2) **A nurse who agrees to work twelve (12) consecutive weeks or more on the evening shift shall be paid shift differential of two dollars and fifty cents (\$2.50) per hour**
- (3) **Night shift differential shall be paid for the entire shift where the majority of hours occur after 11:00 p.m.**
- (4) **A nurse who agrees to work twelve (12) consecutive weeks or more on the night shift shall be paid shift differential of four dollars (\$4.00) per hour.**
- (5) **A nurse whose work agreement is an evening/night rotation with greater than fifty percent (50%) worked on the evening shift shall be paid shift differential of two dollars and fifty cent (\$2.50) per hour.**
- (6) **A nurse whose work agreement is an evening/night rotation with at least greater than fifty percent (50%) worked on the night shift shall be paid shift differential of four dollars (\$4.00) per hour.**
- (7) **A nurse whose work agreement is:**  
a straight day shift, or  
a day/evening rotation, or  
a day/night rotation  
**shall be paid shift differential of one dollar and twenty-five cents dollar (\$1.25) per hour for work on an evening shift and two dollars (\$2.00) per hour for work on a night shift.**

**No premium will be paid for any eight (8) hour shift ending at or before 7:00 p.m.**

**The nurse's work agreement drives the rate of shift differential (e.g. for a nurse whose work agreement is straight nights, if she/he works an evening shift, she/he will receive the night shift differential.)**

**For purposes of the payment of shift differential, a double shift worked, which is defined as working more than seven (7) hours into the next shift, is treated as two separate shifts (e.g. If a nurse works from 3:00 p.m.-7:30 a.m., the nurse will receive 8 hours of evening shift differential and 7.5 hours of night shift differential).**

- (k) Float Pool Differential: A nurse who is regularly scheduled and is permanently assigned to the float pool, will receive a differential of two dollars (\$2.00) for each paid hour.
- (l) Floating Off of Companion Unit Differential: **Effective June 1, 2005, nurses who are required or who volunteer to float off of their companion unit, shall be paid at the rate of one dollar (\$1.00) per hour in addition to the regular rate of pay for all hours they float.**

(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 twenty five cents (\$1.25) per hour for each hour worked between 3:00 p.m., Friday and 7:30 a.m., 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) Pay for Certification: Annually, on November 1 of each year, the Hospital shall pay a bonus of four hundred dollars (\$400.00) for each certification to any regularly scheduled nurse who currently holds certification by examination from a recognized and reputable national nursing specialty organization as identified in *Recognized Degree and Certification Programs, (Appendix A)*. The reimbursement and bonus provisions of this Section shall be limited to two (2) different certifications per nurse.

In order to receive this bonus, the nurse shall provide to the Hospital a copy of certification prior to November 1 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. A nurse shall be reimbursed the application fee(s) for successfully completing a nationally recognized certification program.

(q) Underpayment of Salary: If due to payroll error, there is an acknowledged underpayment of a nurse's salary of fifty dollars (\$50.00) or more, the correct amount will be mailed within three (3) working days (as defined in Section 22, Grievance Procedure) from the date of acknowledgment unless the nurse and payroll agree on a different manner of disbursement. Acknowledged underpayment of less than fifty dollars (\$50.00) will be made on the next pay check.

An acknowledged underpayment exists when payroll agrees an underpayment was made, or when management directs payroll to make the correction.

(r) Longevity Bonus:

1) Each June 1st, for all RNs with fifteen (15) through nineteen (19) calendar years of service, a bonus payment will be determined that

calculates, as of that date, the following: FTE x total full continuous calendar years of service with Allina Health System x \$10.00. Such bonus shall then be paid to the nurse on or before July 1st.

2) Each June 1st, for all RNs with twenty (20) or more calendar years of service (as of June 1st) a bonus payment will be determined, calculated as a percentage of the RNs' preceding years' W-2 earnings as follows:

(a) Twenty (20) through Twenty-four (24) calendar years of service — 2.50% up to a maximum bonus of \$1,500.

(b) Twenty-five (25) through Twenty-nine (29) calendar years of service — 3.25% up to a maximum bonus of \$2,000.

(c) Thirty (30) through Thirty-four (34) calendar years of service — 4% up to a maximum bonus of \$2,500.

(d) Thirty-five (35) to Thirty-nine (39) calendar years of service — 4.75% up to a maximum bonus of \$3,000.

(e) Forty (40) or more calendar years of service — 5.5% up to a maximum bonus of \$3,500.

STAFF NURSE SALARY									
Length of Service	June 1, 2004			June 1, 2005			June 1, 2006		
	AD & D	Bacc.	Masters	AD & D	Bacc.	Masters	AD & D	Bacc.	Masters
Start	23.42	24.24	25.06	24.36	25.21	26.07	25.33	26.22	27.10
1 year	24.89	25.76	26.63	25.89	26.80	27.70	26.93	27.87	28.82
2 years	25.92	26.83	27.73	26.96	27.90	28.85	28.04	29.02	30.00
3 years	26.93	27.87	28.82	28.01	28.99	29.97	29.13	30.15	31.17
4 years	27.94	28.92	29.90	29.06	30.08	31.09	30.22	31.28	32.34
5 years	28.81	29.82	30.83	29.96	31.01	32.06	31.16	32.25	33.34
6 years	29.66	30.70	31.74	30.85	31.93	33.01	32.08	33.20	34.33
7 years	30.85	31.93	33.01	32.08	33.20	34.33	33.36	34.53	35.70
8 years	31.15	32.24	33.33	32.40	33.53	34.67	33.70	34.88	36.06
9 years	32.36	33.49	34.63	33.65	34.83	36.01	35.00	36.23	37.45
10 years	33.21	34.37	35.53	34.54	35.75	36.96	35.92	37.18	38.43
12 years	33.87	35.06	36.24	35.22	36.45	37.69	36.63	37.91	39.19
15 years	34.80	36.02	37.24	36.19	37.46	38.72	37.64	38.96	40.27
20 years	35.48	36.72	37.96	36.90	38.19	39.48	38.38	39.72	41.07

ASSISTANT HEAD NURSE SALARY									
Length of Service	June 1, 2004			June 1, 2005			June 1, 2006		
	AD & D	Bacc.	Masters	AD & D	Bacc.	Masters	AD & D	Bacc.	Masters
Start	25.76	26.66	27.56	26.79	27.73	28.67	27.86	28.84	29.81
1 year	27.37	28.33	29.29	28.46	29.46	30.45	29.60	30.64	31.67
2 years	28.52	29.52	30.52	29.66	30.70	31.74	30.85	31.93	33.01
3 years	29.63	30.67	31.70	30.82	31.90	32.98	32.05	33.17	34.29
4 years	30.73	31.81	32.88	31.96	33.08	34.20	33.24	34.40	35.57
5 years	31.70	32.81	33.92	32.97	34.12	35.28	34.29	35.49	36.69
6 years	32.62	33.76	34.90	33.92	35.11	36.29	35.28	36.51	37.75
7 years	33.94	35.13	36.32	35.30	36.54	37.77	36.71	37.99	39.28
8 years	34.26	35.46	36.66	35.63	36.88	38.12	37.06	38.36	39.65
9 years	35.60	36.85	38.09	37.02	38.32	39.61	38.50	39.85	41.20
10 years	36.53	37.81	39.09	37.99	39.32	40.65	39.51	40.89	42.28
12 years	37.26	38.56	39.87	38.75	40.11	41.46	40.30	41.71	43.12
15 years	38.27	39.61	40.95	39.80	41.19	42.59	41.39	42.84	44.29
20 years	39.03	40.40	41.76	40.59	42.01	43.43	42.21	43.69	45.16

**5.4 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. Nurses assigned on-call duty shall be on-call only for work or procedures they are skilled to perform or which is normally within their scope of responsibility.

In the event that the Hospital or Allina establishes a new program delivering new clinical services in/on newly created units, on-call may be added to the confirmed work agreements for bargaining unit nurses who accept positions on the new unit. A new program or service is defined as an activity or intervention in which the Hospital or Allina has not previously been engaged; it is not defined as implementation of new technology, expansion due to increased patient volumes or mergers of existing units.

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.

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

On-call duty shall be compensated as follows:

(a) **Off-Premise, On-Call Pay:** A nurse shall be paid at an hourly rate of one hundred ten percent (110%) of the state or federal minimum wages, whichever is higher, plus thirty cents (\$.30) for on-call duty performed off the Hospital premises. 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.

(b) **On-Premise, On-Call Pay:** Nurses who are required to remain on Hospital premises during on-call duty shall be paid at a rate of one hundred and fifty percent (150%) of the state or federal minimum wages,

whichever is higher, plus thirty cents (\$.30). 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. If a nurse is called to work while on-call, on-premise, she or he will be guaranteed not less than four (4) hours' pay.

- (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 as identified on the Salary Scale. They will enjoy the same prorated evening and night shift payments as those for full-time nurses.

(b) Part-Time Holidays:

- (1) Recognized Holidays: A part-time nurse who works any of the following holidays will receive holiday pay: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and the nurse's birthday. In addition, a regularly scheduled part-time nurse shall be provided with two (2) personal floating holidays upon hire and each June 1<sup>st</sup> thereafter to be taken at a time mutually agreed upon between the nurse and the Hospital by the following May 31<sup>st</sup>. The holiday shall be the twenty-four (24) hour period beginning at 11:00 p.m. on the day preceding the holiday except for a shift that is scheduled to end at 11:30 p.m. on the day preceding the holiday. The shift that is the holiday will be paid through the end of the scheduled shift, this excludes the Christmas and New Years Holidays, which are thirty-two (32) hour holidays.

If a clinic or department of the Hospital is closed on either Good Friday or Easter and if this causes a nurse not to work a shift, that lost shift will be without pay and will not be considered a low census day. If a nurse wishes to receive pay for the lost shift she/he may use vacation or a floating holiday.

(2) Holiday Pay:

- (a) Holidays other than Christmas and New Years: If a nurse works on any holiday, with the exception of Christmas and New Years, 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, to equal two (2) times the nurse's regular rate of pay.

- (b) Christmas Holiday: The Christmas Holiday will be counted as one holiday consisting of the thirty-two (32) hour period beginning at 3:00 p.m. on December 24<sup>th</sup> and ending at 11:30 p.m. on December 25<sup>th</sup>. A part-time nurse who works during this thirty-

two (32) hour period shall be paid at the rate of three (3) times the nurse's regular rate of pay for all hours worked except for a shift that is scheduled to end at 3:30 p.m. on December 24<sup>th</sup> or which is scheduled to start at 11:00 p.m. on December 25<sup>th</sup>.

- (c) New Years Holiday: The New Years Holiday will be counted as one holiday consisting of the thirty-two (32) hour period beginning at 3:00 p.m. on December 31<sup>st</sup> and ending at 11:30 p.m. on January 1. A part-time nurse who works during this thirty-two (32) hour period shall be paid at the rate of two and one-half (2 1/2) times the nurse's regular rate of pay for all hours worked during the first shift except for a shift that is scheduled to end at 3:30 p.m. on December 31<sup>st</sup> or which is scheduled to start at 11:00 p.m. on January 1<sup>st</sup>. Hours worked beyond the first shift shall be paid at the rate of one and one half (1 1/2) times the nurse's regular rate of pay.

- (3) 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 three (3) of the six (6) following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas in any calendar year. The birthday holiday, if worked, does not count towards the three (3) out of six (6) requirement. This does not preclude the nurse who wishes to work more than three (3) of the six (6) specified holidays to work additional holidays if offered by the Hospital. A nurse who works more than the three (3) of the six (6) specified holidays shall be paid an additional fifty dollars (\$50.00) for each full holiday shift. A holiday bonus payment shall not be paid if an additional holiday is worked as a result of nurses voluntarily exchanging hours.

- (4) Holiday Exemption: A nurse who is regularly scheduled .6 to .9 FTE and who has twenty (20) calendar years of service shall not be required to work on the holidays specified above. Should a nurse who, is holiday exempt, work an eight (8) hour or longer shift of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas, that nurse shall be paid an additional fifty dollars (\$50.00) for each holiday worked. This bonus payment shall not be paid if the holiday shift is worked as a result of nurses voluntarily exchanging hours.

- (c) Salary 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 evening and night duty with the full-time staff:

- (1) Salary Increments: Salary increments as described in the attached Chart 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, Vacation. 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 an FTE of .4 or above 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 (b), Sick Leave. 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. Eligible part-time nurses, as defined in this paragraph, shall also be entitled to other benefits set forth in Section 10.
- (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 full and regularly scheduled part-time 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. A casual part-time nurse is not obligated to report to duty each time she or he is requested to work. Casual part-time nurses may be assigned a station unit or may be utilized to float among station units.
- (1) Regular Casual: To maintain casual part-time status, the following shall apply:
- (a) Regular Casual Registered Nurses will be required to work two (2) shifts per four (4) week schedule, one of which would need to be a weekend shift and one of which would need to be an evening or night shift, as long as there are open shifts.
- (b) For all regular casual Registered Nurses, working an evening or night shift on a weekend satisfies both the shift and weekend requirement for one (1) open shift.
- (c) Variation on above requirement for units not operating 24/7 would be determined by mutual agreement at the Staffing Advisory Committee.

(d) Failure to work the required open shifts will result in the initiation of progressive discipline.

(e) Shifts picked up for regularly scheduled RNs will count towards the requirement.

(2) Intermittent Casual: Casual nurses may elect in January of any year to be on intermittent casual status. Nurses making this election may choose to work for a specified number of consecutive months, every other weekend, and then be relieved of any casual requirements for an equal number of consecutive months. The nurse may not elect to be off during the period of June 1<sup>st</sup> through August 31<sup>st</sup>.

(3) Retired Casual: This status applies only to a nurse who has retired and been rehired with at least two (2) months break in service. If a nurse is eligible for pension and retires before age 65, she/he may work up to six hundred (600) hours per year. If a nurse is retired at age 65 or older, there is no maximum hour restriction. The retired nurse's commitment may be annualized (be available 24 shifts per year) vs. a commitment to be available two (2) shifts per month.

If a nurse transfers to a casual part-time nurse status, she or he shall accrue no additional vacation or sick leave benefits. **Vacation on the nurse's record at the time of a status change to casual will be paid out automatically at 100% of the vacation that the nurse has on her or his record as of the date the nurse goes to casual status. When transferring to a Per Diem Position, the nurse shall have her or his vacation paid out at the pay rate prior to transferring to the Per diem position. The nurse does not have the option to leave vacation on her or his record when transferring to a casual part-time status. Sick leave shall continue to 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.**

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

A casual part-time nurse shall be given a minimum of two (2) hours of advance notice of the cancellation of any shift of work for which the nurse has agreed to work.

Casual nurses will float off the unit before regularly scheduled nurses.

(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 25, Insurance Benefits, 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 13, Leave of Absence, subparagraphs (a), (d), (e), (g), and (j) provide are hours worked or hours for which length of service increments accrue.

There are no annual or payroll period maximums on benefit accrual.

- (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 most recent amendment to the nurse's work agreement, 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, as long as it is within the hiring plan for the unit. 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 14, Temporary Staffing Adjustments, Low Need Days and Layoff, will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. 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 evening and night shifts occasioned by the establishment of the permanent day shifts. *Provided that any change in schedules to create additional straight day shift positions will not require nurses with less than ten (10) years of service to rotate to more than a total of fifty percent (50%) evenings or nights.*
- (b) No confirmed work agreement as provided in Section 4, Salary, subsection (e) specifying the number of hours per payroll period and shift rotation of a currently employed nurse will be involuntarily changed.
- (c) Eligible nurses on the unit will be offered shift of choice in order of seniority.

- (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.
- (e) The nurse may elect an assignment of days, evenings, nights or a rotating assignment including days and either evenings or nights. Rotating shift positions will be decreased but not eliminated.
- (f) 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 16, 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

- (a) Recognized Holidays: Full-time nurses will be granted the following six (6) holidays with pay: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. In addition, a full time nurse shall be provided with three (3) personal floating holidays upon hire and each June 1<sup>st</sup> thereafter to be taken at a time mutually agreed upon between the nurse and the Hospital by the following May 31<sup>st</sup>. The holiday shall be the twenty-four (24) hour period beginning at 11:00 p.m. on the day preceding the holiday except for a shift that is scheduled to end at 11:30 p.m. on the day preceding the holiday. The shift that is the holiday will be paid through the end of the scheduled shift, this excludes the Christmas and New Years Holidays, which are thirty-two (32) hour holidays.
- (b) Holiday Pay:
- (1) Holidays other than Christmas and New Years: If a nurse works on any holiday, with the exception of Christmas and New Years, 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 to equal to two (2) times the nurse's regular rate of pay, or will be given one (1) hour of compensatory straight time off within a four (4) week period before or after said holiday for each hour worked on the holiday. The nurse shall choose the method of reimbursement or combination of methods.

(2) Christmas Holiday: The Christmas Holiday will be counted as one holiday consisting of the thirty-two (32) hour period beginning at 3:00 p.m. on December 24<sup>th</sup> and ending at 11:30 p.m. on December 25<sup>th</sup>. A full time nurse who works during this thirty two (32) hour period shall be paid at the rate of two (2) times the nurse's regular rate of pay for all hours worked on the first shift. In addition, she or he shall be given one (1) hour of compensatory straight time off for each hour of the first shift within a four (4) week period before or after the holiday or one hour of additional straight time pay for all hours worked on the first shift except for a shift that is scheduled to end at 3:30 p.m. on December 24<sup>th</sup> or which is scheduled to start at 11:00 p.m. on December 25<sup>th</sup>. The nurse shall choose the method of reimbursement or combination of methods. Hours worked beyond the first scheduled shift shall be paid at the rate of three (3) times the nurse's regular rate of pay. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

(3) New Years Holiday: The New Years Holiday will be counted as one holiday consisting of the thirty-two (32) hour period beginning at 3:00 p.m. on December 31<sup>st</sup> and ending at 11:30 p.m. on January 1<sup>st</sup>. A full-time nurse who works during this thirty-two (32) hour period will receive one and one half (1 ½) times the nurse's regular rate of pay for all hours worked and eight (8) hours in compensatory time off for one (1) scheduled shift during this thirty-two (32) hour period except for a shift that is scheduled to end at 3:30 p.m. on December 31<sup>st</sup> or which is scheduled to start at 11:00 p.m. on January 1<sup>st</sup>. 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). 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.

(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 four (4) week period before or within a four (4) 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, one (1) day will be added to her or his vacation.

(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 specified holidays in this Section 8 in any calendar year.

A full-time nurse shall not be expected to work more than three (3) of the six (6) specified holidays in this Section 8 in any calendar year.

A non-fifteen year full-time nurse who works more than three (3) of the six (6) specified holidays shall be paid an additional fifty dollars (\$50.00) for each full holiday shift. A holiday bonus shall not be paid if an additional holiday is worked as a result of nurses voluntarily exchanging hours.

(g) Holiday Exemption: A full-time nurse who has fifteen (15) calendar years of service and a part-time nurse who is regularly scheduled .6 to .9 FTE and who has twenty (20) calendar years of service shall not be required to work on the holidays specified in Section 8 of this Contract Agreement.

Should a nurse, who is holiday exempt, work an eight (8) hour or longer shift of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas, that nurse shall be paid an additional fifty dollars (\$50.00) for each holiday worked. This bonus payment shall not be paid if the holiday shift is worked as a result of nurses voluntarily exchanging hours.

## 9. VACATIONS

(a) Vacation Accrual: Staff 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 through the fourteenth (14<sup>th</sup>) year will be granted four (4) calendar weeks vacation with pay. Beginning with the fifteenth (15<sup>th</sup>) year and continuing through the nineteenth (19<sup>th</sup>) year of continuous service, a nurse will be granted four (4) calendar weeks and three (3) days of vacation. Beginning with the twentieth (20<sup>th</sup>) year of continuous service, a nurse will be granted five (5) weeks of vacation.

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 through

the fourteenth (14<sup>th</sup>) year will be granted four (4) calendar weeks vacation with pay. Beginning with the fifteenth (15<sup>th</sup>) and continuing through nineteenth (19<sup>th</sup>) year of continuous service, a nurse will be granted four (4) calendar weeks and three (3) days of vacation. Beginning with the twentieth (20<sup>th</sup>) year of continuous service, a nurse will be granted five (5) weeks of vacation.

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, Part-Time Nurses, subsection (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.
- (2) Three (3) weeks vacation - .0577 vacation hours accrued for each compensated hour.
- (3) Four (4) weeks vacation - .0769 vacation hours accrued for each compensated hour.
- (4) Four (4) weeks and three (3) days - .0884 vacation hours accrued for each compensated hour.
- (5) Five (5) weeks - .0961 vacation hours for each compensated hour.

There are no annual or payroll period maximums on vacation accrual.

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 through the fourteenth year of employment, a staff nurse will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

During the fifteenth year through the nineteenth year of continuous calendar service with the Hospital, staff nurses and assistant head nurses in the bargaining unit shall accrue vacation at the rate of .0884 hours accrued for each compensated hour.

During the twentieth year or more of continuous calendar years service with the Hospital in the bargaining unit, staff nurses and assistant head nurses shall accrue vacation at the rate of .0961 hours accrued 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 on 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) **Planning Retirement:** Upon providing thirty (30) days advance notice of his/her intent to retire, a nurse retiring at the age of 65 or qualifying for Rule of 85 at the time of retirement can use earned vacation to cover the number of scheduled work hours within the thirty (30) days prior to the effective date of retirement.
- (d) **Vacation Scheduling:**

**See also: Vacation Scheduling (LOU 1998)  
Vacation Process (Action Plan 2004)**

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 14, Temporary Staffing Adjustments, Low Need Days and Layoff, shall be given preference. Where a Hospital utilizes an annual defined vacation signup period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory 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.

- (e) Vacation Carry-Over: Earned vacation shall normally be taken within a twelve month period following the anniversary date when such vacation was earned. A nurse shall be allowed to carry over unlimited number of earned vacation hours.

All vacation hours carried over from one year to the next under the provisions of this section will be available solely for use as vacation and will not be subject to payout except upon termination.

(f) Vacation Payout (Constructive Receipt):

- (1) Prior to December 31<sup>st</sup> of each calendar year, a nurse may elect to convert up to 75% of the vacation time to be accrued by the nurse during the following calendar year to cash payments that will be paid pursuant to the payment options elected by the nurse. In no event will any cash payment be made:

- (a) Prior to the actual accrual of vacation time during the following calendar year,
- (b) In an amount that exceeds 75% of the vacation time accrued during any one calendar year, or
- (c) For any vacation time accrued during a prior calendar year,
- (d) A nurse's election to convert vacation time to cash and the payment option selection shall be irrevocable,
- (e) The payment shall be as a lump sum. In accordance with the regular payroll process application to the nurse, one lump sum payment will be made in the nurse's regular paycheck in the total amount of the vacation time converted. Such payments will be made as of the first payroll period following October 14<sup>th</sup> of each calendar year.

- (2) Effective June 1, 2004, nurses will no longer be able to add unscheduled vacation days to their time card if it exceeds the nurse's hired FTE.

10. SICK LEAVE

- (a) MNA Support Resources: In instances of work related injury or prolonged illness or injury the Hospital shall make available to the nurse any relevant pamphlet provided by the Association.
- (b) 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 eight (8) hours for every 173.3 hours the nurse is continuously employed, until ninety (90) days of sick leave have been earned and accumulated. So long as a nurse has seven hundred and twenty (720) hours of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of seven hundred and twenty (720) hours of accumulated and unused sick leave.

- (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) Unscheduled Absences/Patterns of Unavailability: The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which sick time is paid or unpaid. This may include a pattern of unscheduled absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. This may also include single days that regularly occur each pay period or month. Leave without Pay hours for unscheduled absences, for which the employee doesn't have sick time, will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, and voluntary or mandatory low need days will not be included in any review.

- (e) Sick Leave Reduction Incentive Plan: The incentive plan is as follows:
- (1) The Hospital will measure paid leave for illness and injury hours per eligible FTE (full-time equivalent). Eligibility will be determined as follows:
- a) Nurses regularly scheduled .9 FTE to 1.0 FTE using less than or equal to 24 hours sick time in a calendar year will receive a payment equal to 1% of annual wages not to exceed \$400.
  - b) Nurses regularly scheduled .6 FTE to .8 FTE using less than or equal to 16 hours sick time in a calendar year will receive a payment equal to 1% of annual wages not to exceed \$300.
  - c) Nurses regularly scheduled .4 FTE to .5 FTE using 0 hours sick time in a calendar year receive a payment equal to 1% of annual wages not to exceed \$150.

A nurse who has worked additional hours above his/her FTE shall have those hours counted in determining eligibility for a, b, or c above.

Sick time hours used by a nurse to replace or supplement income lost due to a workers' compensation injury shall not be counted in determining eligibility for payments under this section.

- (f) Sick Leave When Eligible for Long Term Disability: Sick leave shall be paid up to the accumulated amount or until the nurse is eligible to receive long term disability benefits pursuant to Section 25, Insurance Benefits, subsection (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.
- (g) Sick Leave While Receiving Workers' Compensation: A nurse receiving workers' compensation may elect to use that amount of accumulated sick leave necessary to make up the difference between income received from workers' compensation and from any alternate employment at the Hospital and the regular and current rate of pay for her or his position in the bargaining unit at the commencement of her or his leave.
- (h) Sick Leave Conversion Plan: A nurse who has accrued the maximum sick leave of seven hundred and twenty (720) hours, shall have additional sick leave which would have otherwise been earned converted to vacation at a ratio of 3:1. That is, an automatic conversion will occur when twenty four (24) hours of sick leave would have accrued over the seven hundred and twenty (720) maximum. Those twenty-four (24) hours will convert to eight (8) hours of vacation, which will be added to the employee's vacation balance.
- (i) Retirement Cash Payout: At the time of retirement a nurse will receive a cash payout of the nurse's accrued sick leave above four hundred (400) hours.

## 11. CHEMICAL DEPENDENCY

See also: **Mercy Hospital Drug and Alcohol Testing Policy for Registered Nurses (Appendix B)**

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 has 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 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. The Hospital shall make available to the nurse the MNA Peer Support Resource Guide or any other relevant Minnesota Nurses Association pamphlet provided by the Association. The nurse will also be given written

information about the Health Professionals Services Program (HPSP) and encouraged to initiate personal contact with HPSP.

- (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 (2) 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 right 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 13, Leave of Absence, subsection (a); and Section 25, Insurance Benefits, subsections (a) and (b). At conclusion of the leave, the nurse will be returned to work in a position as provided in Section 13(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 condition 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 (2) 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 17, Discipline and Termination of Employment, 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.

- (1) **The primary concern is, and always will be, for the care, protection and wellbeing of the patients;**
- (2) **The retention of quality, dedicated RNs is vital to quality care of patients;**
- (3) **Early intervention and treatment for chemically dependent nurses and early detection of drug diversion are of mutual interest and concern.**

After consultation with the Association, the Employer may terminate the RN if:

- (1) **The RN is convicted of a criminal offense resulting from drug diversion; or**
- (2) **the RN has a documented unsatisfactory work history with Allina; or**
- (3) **the RN does not remain licensed as an RN in the State of Minnesota.**

Disciplinary action, including termination, shall be based on all of the facts and circumstances and shall otherwise be consistent with the provisions contained in Section 17, Discipline and Termination of Employment.

- (f) **Voluntary Disclosure:** The above notwithstanding, a nurse who has voluntarily disclosed the diversion of drugs for self use related to the disease of chemical dependency will not be terminated for such diversion provided the following conditions are met:

- (1) The nurse has not had prior Chemical Dependency treatment while licensed as a registered nurse; and
- (2) The nurse voluntarily discloses the drug diversion before being notified that he/she is the subject of an investigation by management, or being advised of rights to MNA representation at a investigatory or disciplinary meeting; and
- (3) The nurse self-reports to the Health Professional Services Program (HPSP); and
- (4) The nurse successfully completes treatment; and
- (5) The nurse complies with the terms of a Return to Work Plan mutually developed by employer, employee, Health Professional Services Program and representatives of Minnesota Nurses Association unless declined by the nurse. The return to work plan reflects any restrictions on the registered nurse's license.

- (g) **Confidentiality:** Any referral and related records or discussions by or with 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.

- (h) **Training for Designated MNA Representative:** The Hospital shall make the training program it provides to "trained supervisors" or "trained resource person" 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 (20) MNA designated members at each hospital. The training will be provided on work time and at no cost to the nurse.

(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 (1) weekend per month plus two (2) weeks per calendar year for temporary military duty. The nurse may be offered the opportunity to, but may not be required to, work extra unscheduled weekend shifts in place of normally scheduled weekend shifts missed because of military duty. A nurse electing to do so will be entitled to the weekend bonus.

In addition, a nurse who serves on active duty and who returns to work within ninety (90) days after discharge from military service will be returned to her or his previous position or to the position of like classification and pay to which the nurse would have been entitled but for the absence due to military duty. The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments for 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) **Military Temporary Relocation Leave of Absence:** An unpaid leave of absence will be granted for up to one (1) year if a nurse relocates with his/her spouse who is being called to active duty and is required to relocate. Upon return from this leave, the nurse will be returned to an available position in the bargaining unit for which the nurse is qualified. Benefits will not accrue during this leave.

(j) **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.

(k) **Association Activities:** Nurses elected to be a delegate at State or National conventions shall be granted an unpaid leave of absence. Such leave shall be limited to one nurse per unit and shall not impact the number of nurses on the unit granted vacation for that same time period. Nurses shall notify the Hospital as soon as they are determined to be delegates at the conventions.

Additional 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.

Increased priority will be placed on granting nurses time off for the following: Delegates to the Minnesota Nurses Association and ANA convention, Minnesota Nurses Association chairperson meetings, and Assembly of Bargaining Unit Leaders meetings. 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.

The hospital shall permit one (1) regularly scheduled nurse on each unit who is an elected association representative time off up to two (2) hours each month for the purpose of attending an association representative meeting, as long as such nurse finds a replacement for herself/himself. It is preferable that the replacement is one that will be paid straight time, but the hospital will pay overtime as necessary. Nurses may take this time off as unpaid time or as benefit time, as they choose.

#### 14. **TEMPORARY STAFFING ADJUSTMENTS, 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.

##### **The order for cancellation of shifts (temporary reduction of scheduled hours)**

1. **Agency/Pool Travelers**
2. **Per Diem**
3. **Casual**
4. **Regular low need process for regularly scheduled staff. (See Section (c) that follows)**
5. **In the event of a mandatory low need, the regularly scheduled Registered Nurse will be given first opportunity for subsequent additional work hours for which she/he is qualified. She/he will have the ability to replace a casual or Per Diem nurse who is scheduled for a shift if necessary to maintain her/his work agreement. (See Section (c) that follows).**

(a) **Definitions:** As used in this Section 14, the following terms shall be defined as follows:

- (1) "Clinical Group" means a unit or group of units which require similar nursing skills.

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.

A controversy arising over the interpretation or application of this provision shall be resolved in accordance with the provisions of Section 22, Grievance Procedure.

- (i) 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.

## 12. 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.

Voluntary baseline HIV antibody testing will be offered at no cost to each new employee at time of hire, and to each current employee by January 1, 1990.

- (b) Hepatitis B Vaccination: 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 Agent: 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) Post Exposure Management: 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 consistent with the guidelines established by the Center for Disease Control. Such screening shall be done by a reputable independent laboratory and confidential results shall be provided to the nurse.

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 and HBV and Hepatitis C 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 and Hepatitis C 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.

## 13. 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. Upon returning, the nurse will be given the first opportunity to return to a position and classification for which she/he is qualified, and will be given an opportunity to return to her/his former position if the position is open.
- (4) Vacation and length of service increments will continue to accrue during the first ninety (90) days of this unpaid personal illness leave.
- (5) Vacation and length of service increments will continue to accrue for up to 180 days for a leave of absence due to illness, injury, disability covered by workers' compensation. Where a nurse is receiving workers' compensation benefits and is working in an alternate position having fewer hours than the nurse's previous position, such accrual (up to 180 days) shall be at the rate of accrual as of the date of injury.

A nurse on 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. In addition, at such time as it is determined that the nurse will not be able to return to the prior position due to work related illness, injury or disability, the nurse may be maintained on transitional work assignment for approximately 4 (four) calendar months, regardless of his/her FTE status. The purpose of this four (4) month period is to focus on job search activities. Agreement to such alternate position or transitional work assignment shall not constitute a forfeiture of the nurse's right to return to his/her previous position or classification as provided in this Section or the nurse's rights pursuant to ACCOMMODATION (LOU 1988).

- (6) **Pension Credit:** Injured nurses on medical leave of absence and receiving workers' compensation benefits will be credited with hours of service for any period in which workers' compensation benefits are paid, for up to two years from the first date of lost work time. The hours will be credited at the same rate as if the nurse was continuing to work her/his regular schedule at the time of the injury or illness. The nurse's

W2 earnings for purposes of the Plan will also include the amount of the nurse's weekly workers' compensation payment for T.T.D., T.P.D., or P.T.D. However, the nurse's W2 earnings will include only such amount paid for up to two years from the first date of lost time at work because of the injury or illness.

Nurses who become disabled and qualify for Social Security also have rights to credit for hours of service and income under certain circumstances. Refer to the Summary Plan Description for the Twin City Hospitals MNA Pension Plan for more details.

If the Twin City Hospitals – Minnesota Nurses Association Pension Plan changes with respect to how nurses on workers' compensation receive pension credit, the above language will be automatically modified to follow language changes in the Pension documents.

Except as provided in this Section 13 (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 14, Temporary Staffing Adjustments, Low Need Days and Layoff. Such hours shall also be credited toward eligibility for and accrual of benefits provided by this Contract. Benefits accrued and provided will be based on the compensated hours of the nurse when working in the alternate employment position.

- (b) **Critical Illness and Death or Serious/Disabling Illness in the Immediate Family:** A leave of absence without pay of up to ninety (90) calendar days will be granted to a nurse for critical illness or death in the immediate family; a leave of absence without pay of up to twenty-one (21) calendar days will be granted to a nurse for serious or disabling illness/injury in the immediate family. Immediate family includes parents, parents-in-law, grandparents, spouses, life partners, brothers, sisters, children, grandchildren, step parents, step children, and others as may be agreed upon between the nurse and the Hospital. 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 without loss of pay of three (3) days will be granted, upon request of the nurse, in case of death in the immediate family (loss of parents, parents-in-law, siblings, children, spouses, life partners, grandparents, grandchildren, step parents, step children, for the purpose of attending the funeral and/or death related events. **The intent of this section is to also include persons who have been a parental figure to the employee and /or for whom the nurse is a parent figure. e.g. foster parents, foster children, an aunt who raised the employee; a person for whom the employee filled the role as a parent, etc.**

If a nurse has been court-appointed as a legal guardian or conservator, and is legally responsible for another individual's medical or financial decisions, that person will be considered appropriate for this benefit.

In the case of extended travel in excess of three hundred (300) miles one way, a fourth (4<sup>th</sup>) day will be granted. Normally, such leave shall include the following: the day of the funeral, one or two days prior to the funeral, and one or two days after the funeral subject of the limits above. However, there may be situations for which non-consecutive bereavement leave days are appropriate and will be granted at the request of the nurse. In those cases in which the death occurred during a nurse's scheduled vacation, the nurse may substitute bereavement leave for vacation hours.

In addition, upon request, a nurse will be granted unpaid bereavement leave as above for death of persons not otherwise covered by this Section.

(d) Maternity/Paternity/Adoption: 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) If a nurse desires additional time off, the nurse may receive an additional four (4) calendar months or whatever time is remaining that would not cause the entire leave to exceed a total of twelve (12) months. During this leave period, 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 instance of adoption. In addition, the Hospital will reimburse up to one thousand dollars (\$1,000.00) toward expenses incurred during the 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. **The reimbursement provisions of this Article shall include time spent at the direction of the hospital's legal counsel for the purpose of preparing for witness service or preparing for or giving deposition testimony.** Regularly scheduled work hours necessarily lost because of jury or witness service under this Article will be considered as hours worked except for purposes of computing overtime and paid as hours worked during the pay period that the service occurred.

(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.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in Section 13 (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 offered an opportunity in order of seniority to replace less senior nurses within the clinical group.
- (33) Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses in other clinical groups.
- (44) 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 (44).

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 (44), 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 nonbargaining 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 14 (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 14.

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.

**Any unit in layoff status will be reviewed quarterly by the Labor Management Committee until either the downsizing is permanent or the end of the recall period. This review will address current status of department layoff and any pending changes.**

(f) Layoff and Recall Process:

- (1) As part of the continuing communication between the parties through each Hospital's system for cooperative labor-management, the Hospital will share its data and assessment of patient volume and projections, reimbursement changes, pay or/contract changes and other environmental factors. The Hospital will notify the Association if it is considering layoffs.
- (2) All options will be considered prior to layoff. These include but are not limited to:
  - (a) Voluntary leaves
  - (b) Permanent or temporary voluntary decrease of scheduled hours
  - (c) Voluntary retraining
  - (d) Early retirement as provided in the Contract
  - (e) Alternate positions
  - (f) Mutually agreed severance packages
  - (g) Other ideas mutually agreeable to the parties and consistent with the Contract Agreement
- (3) A plan will be mutually developed for implementing the contract provision relating to layoff that fits the individual situation and provides senior nurses greater options. It will identify units affected, education/training needs, competencies for replacing junior nurses on specific units, mechanics of notifying nurses and data to be tracked (e.g., overtime, intermittent, casual and extra shifts worked and volume increases) that will trigger a recall.
- (4) The parties will jointly review data on a continuing basis. The indicators that a recall is needed will be identified.
- (5) In implementing recall, a system will be used that results in senior nurses having greater options and not being disadvantaged by the recall of junior nurses. As in layoff, recall of nurses to their shift, unit and FTE will be done in seniority order and in a fashion designed to minimize multiple displacement.
- (g) 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.

15. 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 14, Temporary Staffing Adjustments, Low Need Days and Layoff, of the Agreement.

(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 13, Leaves of Absence, subparagraphs (a), (d), (e), (g) and (j) 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 and provided to Minnesota Nurses Association each month concurrent with the end of the last pay period of that month.

(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. Casual nurses will float off the unit before regularly scheduled nurses.

(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. **As of June 1, 2004, this paragraph is no longer effective and will be considered deleted.**

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

(e) Layoff: In the event that it is necessary to lay off nurses due to lack of work, the least senior nurse(s) in the employ of the 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 14 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.

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 14, 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 14.

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 14. 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: 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 14 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 22, 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.

(j) Job Security: It is the intent of the hospital to enhance the employment security of the Registered Nurses through application of the following principles and strategies:

(1) Involve Minnesota Nurses Association in an ongoing dialogue related to job security of Registered Nurses in the evolving health care environment.

(2) Provide an opportunity for Minnesota Nurses Association members to have meaningful involvement in implementation of change that may affect job security of Registered Nurses.

(3) Provide employment security to the degree possible by exploring all options prior to layoff (see layoff framework).

(4) To the extent possible, if jobs change or are eliminated through CQI/TQI processes, affected employees will be offered other positions.

(5) Provide for cross-training of the registered nurse staff that may enhance the job security of the nurse and increase flexibility in staffing for fluctuating patient volumes including volume reductions or redesign.

(6) If reduction in services is necessary, every effort will be made to identify suitable open positions and provide employee assistance.

## 16. 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) (1) 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 14, Temporary Staffing Adjustments, Low Need Days and Layoff, subsection (d), but such cancelled shift shall be counted as one of the three (3) allowable low need days.

### (2) Order of Eligibility for Extra Shifts (After the preliminary schedule is posted):

- a) Regularly scheduled non-overtime, non-bonus
- b) Casual up to their commitment
- c) Per Diem up to their commitment
- d) Regularly scheduled nurses with bonus shift, non-overtime
- e) Casual nurse from Availability List-straight time, no more than one (1) week prior to shift
- f) Per Diem nurse from Availability List-straight time, no more than one (1) week prior to shift
- g) Regularly scheduled overtime or overtime and bonus
- h) Casual nurses at overtime
- i) Per Diem nurses at overtime
- j) Agency

If there are two (2) or more nurses who fit the particular criteria, seniority will be the determining factor.

(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.

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

## 17. 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 a verbal 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 given, 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 and of its purpose. The nurse shall be advised of the right to request and be granted Minnesota Nurses Association representation during such meeting. Further, 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 request of the nurse or the Association, all written documents relating to any counseling, verbal or written disciplinary warning will be removed from the nurse's personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the Hospital and the Association. In no case will a warning which would, if requested, be removed from the nurse's file be considered in future discipline or in arbitration proceedings.

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, Vacations.

## 18. PROMOTIONS, TRANSFERS AND NEW POSITIONS

(a) Notice of Promotion or Transfer: The Hospital will give a nurse and the Minnesota Nurses Association two (2) weeks' written advance notice of any promotion or transfer out of the bargaining unit. Said written advance notice shall indicate specification of the position from which and to which

the nurse will be promoted or transferred. Upon request, the Hospital 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 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.

#### 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) The Hospital shall maintain an annual staffing plan based on professional nursing staff analysis of the care needs of the patient population served, data generated through quality improvement processes and scope of service for the unit. The staffing process shall integrate the assessment of current patient care needs by staff nurses with the established master staffing plan. The master staffing plan serves as a framework for development of staffing schedules. Professional staff nurse judgment of the current status of patient care requirements serves as the framework for immediate staffing decisions. The Staffing Advisory Committee will review the system at least annually and provide concurrent oversight for areas of concern.

- (a) At each Hospital there shall be maintained and used to determine needed nursing staff, a system of patient classification based on demonstrated patient needs, appropriate nursing interventions, unit census and work volume, including normal admissions discharges and transfers for each shift for each unit and the experience level of the professional nursing staff. In applying such system equal consideration will be given to immediate needs for staffing based on the judgment of the charge nurse on the station unit for affected shift. The assignment of nursing staff shall be consistent with the jointly developed staffing matrix referenced in Section 20(h)5 and the above referenced acuity system.

Allina and the Association will support ongoing education about the ANA Code of Ethics for Nurses (bargaining unit, educators, managers, administrators, specialists, etc.).

- (d) Reporting of Errors: It is Allina's intent to develop a system of blameless reporting of errors that recognizes the complexity of our systems. It is our goal to create a just culture recognizing individual and organizational accountability that includes:
- (1) Identifying errors
  - (2) Focusing on understanding what caused the error
  - (3) Implementing changes to prevent recurrences
  - (4) Limiting discipline only to misconduct or impairment
- (e) Floating: 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.
- (f) Non-Nursing Functions: 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.
- (g) Changes in the Health Care Delivery System Impacting Nursing Practice: The Association and the Hospital 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, ANA Code of Ethics for Nurses, and the Joint Commission on Accreditation of Healthcare Organizations.
- (h) Nursing Care Delivery Committee: 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. Individual registered nurses and/or nurse managers/leaders may bring concerns about proposed changes in, or problems related to hospital practices/policies which impact on patient care and nursing practice to the Nursing Care Delivery Committee (NCDC). Unresolved issues related to the equipment/technology at the unit level may be brought to the LMC for discussion and determination of next steps. Involved bargaining unit nurses and management personnel have the responsibility to attend NCDC meetings to respond to the concerns and to mutually reach resolution for the issues and concerns. 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.

#### Committee Role and Functions:

- (1) 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.
- (2) 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 which may include the ANA Quality Indicators. In addition, the Committee will consider utilization of nursing research findings to evaluate current practices, introduce innovations in practice and create an environment to facilitate excellence.
- (3) 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. If there is consideration of changing the person or position performing a patient care task or procedure, the proposed change will be brought before the NCDC for consideration, evaluation and consensus prior to any implementation. This will include any consideration of including patient care tasks or procedures in the position descriptions of non-direct care employees. Bargaining unit nurses will be involved in any patient care redesign initiatives including those related to cost reduction. The Committee is responsible for, and has the authority to, identify the appropriate use of assistive nursing personnel and define the reporting relationship of assistive nursing personnel. 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

- (2) A review of patient care activities and identification of non-nursing functions.
- (3) Scheduling concerns including, but not limited to, holiday and vacation scheduling guidelines, on-call guidelines, floating and overtime concerns.
- (4) Define situations when a nurse may be required to work alone on a unit.
- (5) **The SAC in each Hospital shall review, discuss and recommend action related to the following staffing matters:**
  - (a) **In situations where census fluctuates over the period of a year, a nurse may request to work authorized hours above his/her work agreement for a period of time during the year, then decrease hours for a period of time such that the average hours worked over the period of the year will reflect the nurse's work agreement. The nurse will discuss this request with his/her nurse manager to determine the feasibility. If the request is not resolved between the nurse and manager, the situation will be referred to SAC.**
  - (b) **Mutually develop a plan for voluntary cross-training to other units.**
  - (c) **Review and/or mutually adapt a plan for shift cancellation in each facility.**
  - (d) **Will discuss and review the Hospital's contingency plans for severe increases and decreases in patient census, including the facility's diversion plan.**

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.

The above notwithstanding, the Staffing Advisory Committee (SAC) will develop criteria for establishment of permanent flexible hour shifts. These criteria will be forwarded to the Labor Management Committee (LMC) for final approval and implementation. It is the continuing intent of the parties that flexible hour shifts are a supplement to and not a replacement for eight (8) hour shifts.

## 20. PROFESSIONAL NURSING PRACTICE

**See also: Consistent Standard of Care (LOU 1998)  
Leadership and Charge Roles (LOU 1998)**

- (a) **Practice Philosophy:** 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 practice.

Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates with other health care professionals in case management.

There is no substitute for professional judgment. All decisions to delegate nursing care must be based on the safety and welfare of the client. The employer and co-workers must support registered nurses and share responsibility to provide safe, high quality patient care. The registered nurse plans, coordinates and manages the nursing care of patients. Other workers have a place and are equipped to assist, not replace the registered nurse in patient care. Nursing is a knowledge based discipline and cannot be reduced to a list of tasks.

Only a registered nurse will evaluate the professional nursing practice of a bargaining unit registered nurse.

- (b) **Delegation:** Only a registered nurse shall delegate nursing care and functions. 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, the ANA Code of Ethics for Nurses, or Hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be redelegated without the consent of the registered nurse.

Only the registered nurse will receive the physicians' telephone and verbal orders which are to be implemented by the nursing staff.

- (c) **Ethics:** The hospital shall support an ad hoc Nursing Bedside Ethics group to assist nursing staff in dealing with ethical issues. The group will convene as mutually agreed by labor and management.

At least one bargaining unit nurse will be selected by the Association to serve on the Hospital Bioethics Committee.

- (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 and will provide a quarterly ad hoc status update to the Hospital/MNA 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. The Hospital will also provide Employee Incident Report Data to the Committee without names: all aggregate injury data collected or analyzed e.g. injury rates, workers' compensation expenses. Individual names and a general description of injury/illness will be provided on request. First Report of Injury forms will continue to be sent to MNA.

- (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.

## 22. 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.** This step shall consist of two parts:
- (1) The nurse will meet and discuss the problem with the nurse's first level supervisor.
  - (2) If the matter is not resolved in subparagraph (1) above, the nurse may then proceed to file a formal written grievance. The written grievance must be received by the nurse's first level supervisor within twelve (12) work days after the date of occurrence which necessitates the filing of the grievance. A grievance relating to pay shall be timely if received by the supervisor within twelve (12) work days after the pay day for the period during which the grievance occurred. The first level supervisor shall have **twelve (12)** work days to resolve the grievance. At the completion of the **twelve (12)** day period, whether or not the grievance is resolved, the first level supervisor will immediately send the completed grievance form to the Human Resources manager (or designee). The Human Resources manager shall forward a copy of **the Hospital's response** to the Minnesota Nurses Association office. If the matter is not resolved and agreed to by the parties (for the Hospital, this shall be the Director of Human Resources or his/her designee, and for the Union, it shall be a paid staff member of the MNA), then discussion at this meeting shall be considered off the record and will not be binding on the Hospital or the Union in any subsequent arbitration.

review, discuss, and analyze the change for which the notice was given. 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.

- (4) Plan and facilitate (a) the process(es) by which Allina Finance and the Association leaders will discuss budget assumptions and (b) the process by which Association leaders actively participate in the development of Allina Nursing and Patient Care Budgets.
- (5) Jointly determine changes in the registered nurse hours per patient day for the planned/budgeted staffing matrix. Changes in the nursing hours per patient day and/or skill mix for planned/budgeted matrix development will be jointly determined by this Committee.
- (6) The Committee will develop and implement an evaluation tool to assess the effectiveness of staffing matrix changes. This tool will include an assessment of whether patient care needs and cost parameters were met. The outcomes of the assessment will be used to make further decisions in staffing and skill mix, especially in regard to a criteria-based nurse-patient assignment system which categorizes patients in no more than four (4) groups which reflects acuity, intensity, and activity.
- (7) Temporary Unit Closure, Patient Flow/Staffing.
  - (a) If staffing matrix is not met, or the acuity exceeds the matrix, the charge nurse will assess and determine adequacy of resources to meet patient care needs including, but not limited to:
    - ◆ composition of skill/roles available
    - ◆ patient acuity
    - ◆ experience level of RN staff
    - ◆ unit activity level (admissions, discharges, transfers)
    - ◆ the availability of the RN to accept the assignment

If resources are inadequate, the charge nurse and manager/administrative supervisor will consider the following:

- ◆ the ability to redistribute current assignments
- ◆ the ability to facilitate discharges, transfers, admissions
- ◆ the availability of additional resources
- ◆ housewide census and staffing

Until the issue can be resolved and resources allocated by the manager/administrative supervisor then the unit will be closed to admissions for a designated time period. A retrospective review which identifies the barriers to admission or resolution of the problem, can be initiated by the individuals involved and completed at the unit level.

- (b) Continue evaluation of staffing levels, acuity and ADT activity of ED, PACU and Birth Center and other affected units. Adjust staffing plans for those and other units, as needed, to allow the affected units to meet peak demands. The staffing level will be adjusted on a daily and shift by shift basis to reflect any additional needs.

- (8) Pilot Projects: Pilot programs involving the type of changes referred to in preceding paragraphs 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.
- (9) Committee Development: The Labor Management Committee will jointly develop a process or mechanism to assure consistent Association representation on hospital committees, task forces, and work groups, including the hospital's Biomedical Ethics Committee, which requires registered nurse participation.
- (10) Committee Mergers: 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.
- (11) Excellence in Nursing Award: As part of recognition of National Nurses Week the hospital will establish an annual "Excellence in Nursing Award" to be awarded to bargaining unit nurses and others. A joint MNA/management panel will determine the recipients of such Award.
- (12) Committee Powers and Impasse Resolution: The Committee shall have no power to modify the terms of the Agreement or to adjust grievances.

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.

In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until conflict resolution process is observed.

## 21. HEALTH AND SAFETY

See also: Allina Health and Safety (LOU 1998)  
Accommodation (LOU 1998)  
Ergonomics and Safety issues (LOU 1998)  
ANA Statement on "Risk Versus Responsibility in Providing Nursing Care"

- (b) Step 2. If the grievance is not resolved at the time of the Step 1 discussions, a meeting to consider the grievance shall be held among representatives of the Hospital, the Association and the Nurse. This meeting will typically occur within twelve (12) work days after submission of the written grievance to the first level supervisor.

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

Within twelve (12) 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, 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 twelve (12) work days following receipt by the Association of the Hospital's written reply to the grievance.

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.

The preceding paragraphs notwithstanding (other than the time limitations of the first paragraph of this Section which still apply) Step 3 controversies arising over the interpretation of or adherence to the provisions of Section 12, Health Program, Section 21, Health and Safety and **Allina Health and Safety (LOU 1998), Ergonomics and Safety Issues (LOU 1998)** (and which do not involve employee disciplinary action which are subject to the normal grievance procedure) shall be referred to a permanent panel of three (3) arbitrators. Any such "health and safety" grievance shall be considered by one of the three permanent arbitrators, and the three permanent panel members shall then rotate in sequence from one to the next as said grievances arise, without resort to any further selection or appointment procedures. To determine the order of the initial rotation amongst the

permanent panel members, the parties shall flip a coin with the winner choosing the first arbitrator, the loser choosing the second, and thereafter by rotation.

The permanent members of the panel shall be jointly selected initially by agreement between the MNA's designated legal counsel and the Hospital's designated legal counsel. If the two cannot agree to the panel members by February 1, 2002, then the panel members will be appointed by the FMCS, which shall be instructed to appoint the three based on demonstrated experience in health and safety/OSHA grievances, from the Minnesota Local Arbitrator List maintained by FMCS, who are members of the National Academy of Arbitrators. Any arbitrator appointed by FMCS under this procedure shall be subject to removal at any time by mutual agreement between the Association and the Hospital. In addition, either the Association or the Hospital may request that an entirely new panel be appointed as above, no more than once during the term of this Agreement. The parties may, at any time, agree to expand the panel to five (5) members, using the same process as above.

Health and safety arbitration decisions shall in all cases be rendered by the arbitrator within thirty (30) calendar days after the record is closed. The arbitrator's decision shall be final and binding upon the Association, the Hospital and the grievant(s). The fees and expenses of the arbitrator shall be divided equally between the Association and the Hospital.

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 any 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 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. The mediator will not give an opinion of her or his view of the merits of the case.

### 23. NO STRIKES - NO LOCKOUTS

There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement unless the Pension Agreement has been opened in accordance with the terms of the Pension Agreement relating to the Twin City Hospitals - Minnesota Nurses Association Pension Plan. In that case, and solely for the life of this collective bargaining agreement, there will be the limited right to strike only on issues arising out of the Pension reopening. Except as noted above for the right to strike on issues arising out of the opening of the Pension Agreement, the prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Section 22, Grievance Procedure.

### 24. 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.
- (d) Representative and Nurse Manager Meetings: Unit representatives and nurse managers will meet on a regular basis. Representatives shall be paid for attending these meetings.

### 25. INSURANCE BENEFITS

#### (a) Health Insurance:

See also: Pediatrics Affiliations (LOU 1992)  
Health Plan Provisions (LOU 1992)

The Hospital shall provide nurses the benefits contained in the Hospital's Group-Hospitalization and Medical Insurance Program (herein after referred to as Medical Insurance Program) existing from time to time on the following basis:

- (1) The Hospital shall pay twenty-five dollars (\$25.00) per month or eighty percent (80%) of the single employee premium, whichever is greater, toward the cost of single employee coverage under said medical insurance program for those nurses electing to be covered by the insurance program. The Hospital shall pay not less than one hundred twenty dollars (\$120.00) per month toward the additional premium charged for dependency coverage under said hospitalization insurance program 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, the employer shall pay fifty percent (50%) of any increase in the additional premium charged for dependency coverage under the medical insurance program in which the nurse is enrolled that becomes effective June 1, 1991 or later.

Effective September 1, 2001 the Hospital shall pay 85% of the monthly premium amount toward the cost of single employee coverage under said medical insurance program for those nurses electing to be covered by the medical insurance program. The Hospital shall pay 75% of the monthly premium amount for employee + one and family coverage under the following medical insurance programs for those nurses electing such coverage: the 250 Plan, the Advantage Plan, and the Medica Choice Plan. The Hospital shall pay 70% of the monthly premium amount for employee + one and family coverage under the Plus Plan for those nurses electing such coverage.

- (2) Part-time nurses meeting the hours requirement in Section 6, Part-Time Nurses, subsection (c) 3 of this Agreement shall be eligible for the same medical insurance program benefits as full-time nurses.
- (3) A nurse who terminates employment at or after age 55 or who meets the Rule of 85 eligibility requirements and is eligible and has applied for pension benefits under a pension plan for Minnesota Nurses Association Members to which a Hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group medical insurance program at the Hospital at which the nurse was last employed, as such program is provided for in this Section, at the group rate and at the nurse's expense. Such nurse shall be entitled to continue this coverage until such time as both the nurse and her/his spouse qualify for Medicare, at which time the coverage will terminate. This benefit is separate from any C.O.B.R.A benefits that may apply.

An additional medical insurance program provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14, Temporary Staffing Adjustments, Low Need Days and Layoff, subsection (e) relating to Layoff of this Contract Agreement.

- (1) Such insurance premiums shall be paid 100% by the eligible employee and will not be subsidized by Allina.
  - (2) Participation in either or both plans will be voluntary on behalf of the eligible employee.
  - (3) Allina may discontinue offering these benefits at any time.
  - (4) The discontinuation of these benefits shall be at the sole discretion of Allina and shall not be subject to a challenge or grievance by the MNA on any grounds including diminishment of benefits language, retention of benefits language, continuation of benefits language or any other provision intended to secure the continuation of benefits.
  - (5) Allina retains the right to change benefit design, benefit funding method or insurer at any time.
- (h) Form of Contracts: The basic form of the life, long-term disability and dental plans referred to in paragraphs (b), (c), and (f) were previously agreed upon by the parties, and the contracts issued shall be substantially the same as the agreed 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. This is in addition to and would occur before any C.O.B.R.A. rights the nurse has.

Nurses on an unpaid leave of absence due to illness, injury or disability covered by workers' compensation, shall have the employer's portion of the insurance premiums paid for a maximum period of twenty-four (24) months from the commencement of the unpaid absence due to the illness,

injury or disability. For purposes of this section unpaid leave of absence refers to periods during which the nurse is no longer eligible for insurance benefits paid by the Hospital due to work related illness, injury, or disability absence. This is in addition to and would occur before any C.O.B.R.A. rights the nurse has.

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 twenty four (24) 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.

#### 26. 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. However, the maximum contribution for medical pre-tax spending account is five thousand dollars (\$5,000) per year. 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; dependant 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.

#### 27. 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.

28. 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.

29. ASSOCIATION SECURITY

(a) Payroll Dues Deduction: The Hospital agrees to deduct payments required by this Section 29 from the salary of each nurse who has executed the dues and fees authorization card which has been agreed upon by the Hospital and Minnesota Nurses Association. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

(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 29 shall be in the amount certified to the Hospital as correct from time to time by the Association.

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

(e) Association Information at Time of Hire: A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and Minnesota Nurses Association shall be presented by the Hospital to each nurse at the time of her or his employment. A representative designated by Minnesota Nurses Association shall be

afforded the opportunity to participate in describing Minnesota Nurses Association representation and the operation of these documents. Said notification shall provide as follows:

*"Notification to Newly Employed Nurse*

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

Hospital \_\_\_\_\_

By: \_\_\_\_\_

MINNESOTA NURSES ASSOCIATION

By: \_\_\_\_\_

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

Signature of Nurse \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Each Association member shall have the right to freely retain or discontinue his or her membership.

Nurses who elect to join the Association shall pay dues as determined by the Association and shall enjoy all the rights and benefits of membership.

Nurses who decline to join the Association will be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Association expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

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

(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, Part-Time Nurses, subsection (c) 3 of this Agreement. The Plan shall include the following basic provisions:

- (1) The amount of coverage shall be fifty thousand dollars (\$50,000.00) or one (1) times the annual salary, whichever is greater, for all covered 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).
- (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.

(d) **Business Travel Death Benefit:** A death benefit in the amount of one-hundred thousand dollars (\$100,000.00) shall be paid in the event of an employee death which occurs while, or as a result of, travel which the employee has undertaken at the request or requirement of the employer, or while engaged in the transportation of patients. This benefit is in addition to any workers' compensation benefits which may be applicable. Travel to or from the nurse's place of residence to the nurse's customary place of employment is not covered.

(e) **Death/Funeral Policy:** The Hospital will make Death/Funeral Policy available for purchase by the Nurse, subject to its availability in the marketplace. Coverage will be available in amounts of \$2,000, \$5,000, \$10,000, \$15,000 and may be purchased through payroll deduction.

(f) **Dental Insurance:** The Hospital shall provide and pay the full cost of a group term dental insurance program hereinafter referred to as the Dental Plan for full-time nurses and regular part-time nurses meeting the hours requirement in Section 6, Part-Time Nurses, subsection (c) 3 of this Agreement. The dental plan shall include the following basic provisions:

- (1) The dental plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. 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. The annual maximum is \$2,500 per year.

Reimbursed expenses are as follows:

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

(2) Adult orthodontia is excluded from coverage. The benefit for dependent orthodontia is limited to a lifetime maximum of one thousand five hundred (\$1,500.00) for Delta Dental Plan and two thousand (\$2,000.00) for Medica Dental Choice Plan.

(3) Nurses shall be covered on the first day of the month following the date of employment with the Hospital.

(4) 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.

(5) 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.

(6) Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

(g) **Long Term Care Insurance and Vision Insurance:** Allina has agreed to offer Long Term Care Insurance and Vision Care Insurance to eligible MNA members with the following understandings:

- (4) No change in said medical insurance program shall diminish overall benefits for nurses.
- (5) Regularly scheduled full and part-time nurses who are participating in the Hospital's medical 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 and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.
- (6) Effective January 1, 2002 the MNA carveouts which are now part of the Advantage Plan, i.e. National Formulary without exclusion or restriction, thirty-four (34) day supply of medication for one co-pay, three month supply of maintenance drugs for one co-pay, and the use of Advocate Behavioral Health Network and process, will be moved to the Medica Choice Plan. These same carve outs plus the HIA 90% formula will be maintained in the Plus Plan.
- (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 monthly compensation up to a maximum monthly benefit payment of \$6,000.00. 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) Allina Benefits staff, Allina employees, bargaining unit nurses, and Association staff will meet with the Long Term Disability Plan Administrator to develop criteria for the plan administrator's performance.
- (8) Allina Benefits and Human Resources employees, bargaining unit representatives and Association staff will develop, implement and modify (as needed) written guidelines to:
  - ◆ assist the nurse, employer and Association throughout the long term disability process
  - ◆ identify available resources
  - ◆ resolve problems with the process.
- (9) When application is received by the Hospital:
  - ◆ the Hospital shall make available to the nurse the MNA material(s) relevant to illness/injury/disability and the jointly developed guidelines for the Long Term Disability (LTD) process.
  - ◆ a designated Human Resources employee and a designated bargaining unit representative will contact the nurse and assist the nurse with the claims process. The Human Resources employee will advocate for the nurse with the Plan Administrator.
  - ◆ Human Resources will track evaluative data about the process and report the data to Allina management and the Association.
  - ◆ the employer will provide vocational rehabilitation placement services through Sister Kenny Institute for nurses applying for LTD.

(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 22, Grievance Procedure, 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.

### 30. 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.

### 31. 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.

### 32. BREAKAGE AND LOSS

It is not the policy of the Hospital to charge nurses for breakage or accidental loss of Hospital property.

### 33. 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. (See Letter of Understanding II).

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, evening, 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.

### 34. 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.

### 35. LABOR-MANAGEMENT COMMITTEE

The Hospital and the Association agree that there are mutual interests which need to be addressed in a timely fashion in order to meet the challenges of today and tomorrow. The Association, through its members, is recognized as instrumental to the success of the Hospital and as the communication link to and from those members. The Association recognizes that the success of the Hospital is necessary in order to improve organizational effectiveness, enhance job satisfaction and provide job security.

In an effort to encourage and support the collective bargaining process, build trust and understanding and manage mutual interests and interactions, the Hospital and Association agree to establish a Labor-Management Committee (hereinafter referred to as the LMC). The LMC will study, evaluate and make recommendations to either or both parties regarding issues brought before it. It will aim to provide a maximum exchange of information, increased communication throughout all levels of the hospital and to increase employee understanding of and input into decisions that affect them and their jobs.

The LMC shall be composed of no more than twelve (12) members, half representing the Hospital and half representing the Association. The Hospital agrees that senior level management will participate and the Association agrees that the Local Bargaining Unit Chair and assigned Staff Specialist will participate. The LMC will designate a co-chairperson to manage its business, one representing the Hospital and one representing the Association. It will meet regularly once per month. Time spent by nurses voluntarily attending meetings, training sessions and task forces, specifically authorized by the LMC, will be supported by the Agreement Between Allina Health System and Minnesota Nurses Association Regarding Payment for Attendance at Meetings for Minnesota Nurses Association Chairpersons and Local Union Stewards (Representatives) which will be modified to include payment to MNA designated attendees.

The LMC may deal with issues referred to it by other committees established under this contract, or committees which may exist in the hospital. Issues that may come before it include, but are not limited to: general staffing requirements, job descriptions, evaluations or redesign, professional practice, liability and nursing delegation, general business conditions, health and safety, hospital operations and problems, skills training and development, workforce diversity and planning, organizational performance, and job security. The LMC may work with these issues directly or establish short-term or long-term subcommittees to address them.

If there are questions on the interpretation or application of the terms of this Contract, the LMC, or designees, may consider any questions that are referred to the LMC. Decisions will be documented in writing and distributed.

In addition to the activities listed above, the LMC will:

Jointly identify a bargaining unit nurse leader to recommend to the Hospital Board of Trustees Committee for Nominations at the time of any Board opening. It is the intention to place and maintain a bargaining unit leader on each hospital's Board of Trustees.

Neither the Hospital nor the Association give up any rights under the law or this contract agreement by the discussion or disposition of any issue. No activities of the LMC shall violate, change or otherwise affect the provision of this contract without the explicit written approval of both parties. All bargaining and grievance settlements shall occur outside of the LMC. No discussion shall include active grievances or attempt to settle active grievances. The willingness of either party to discuss an issue shall not be construed as an agreement to bargain nor as a waiver of the right to bargain.

This section of the contract may not be used by either party as the basis, in whole or in part, for alleging a violation of the contract and, further, shall not be considered by an arbitrator when deciding a grievance except that either party may use the grievance/arbitration procedure in an effort to enforce the duty to meet and the obligation to pay nurses for attending such meetings as specifically set forth in the third paragraph of this section.

### 36. VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

(a) Original VEBA Development: Effective June 1, 1998, and each year thereafter United and Mercy Hospitals will collectively make available one hundred twenty thousand dollars (\$120,000.00) to be paid over to a joint Minnesota Nurses Association/Allina Voluntary Employee Benefit Association (VEBA).

The principal and accrued interest of this account will be used to provide a benefit in the amount of one hundred dollars (\$100.00) per month to offset expenses relating to the purchase of health insurance for nurses electing to take early retirement from United or Mercy Hospital after June 1, 1999, until the nurse and the nurse's spouse/life partner become Medicare eligible in accordance with the Plan documents. The amount of the monthly benefit may be modified by the trustees of the account based on evaluation of actuarial data.

In order to qualify for such benefit a nurse shall meet the following criteria:

- (1) The nurse must qualify for an early retirement under the Twin City Nurse's Pension Plan.

- (2) The nurse must have twenty thousand eight hundred (20,800) hours of service, or fifteen (15) continuous calendar years of service with Allina, including service credit as a result of mergers or acquisitions.
- (3) The nurse must be benefit eligible at the time of retirement.
- (4) The nurse must be a member of the Minnesota Nurses Association bargaining unit of United or Mercy Hospital at the time of retirement, or may be employed outside the bargaining unit but within Allina if the employer was unable to accommodate the nurse's injury, illness or disability within the bargaining unit.

The parties shall execute all legal documents necessary to establish and initially fund the VEBA. Minnesota Nurses Association and Allina shall each select a sufficient number of trustees to administer the plan. The trustees shall have the authority to perform all necessary duties to establish, operate and maintain the VEBA.

(b) VEBA Structure and Benefit Amendments beginning January 1, 2002:

- (1) Effective January 1, 2002, there will be two additional types of insurance subsidization made available to VEBA eligible participants: dental insurance, and life insurance. The ability to purchase term life insurance under this section is limited to a period of 4.5 years from the effective date of retirement. The ability to purchase dental insurance under this section ends at the nurse's 65<sup>th</sup> birthday. These additional types of insurance subsidization are independent of each other and of the health insurance subsidization, which means that one, two, or all three of the types of insurance may be purchased by the eligible participants.
- (2) The monthly subsidization amount available for each of the benefits is as follows for participants that continue under Allina group health plan products:
  - ◆ \$100 per month for health insurance
  - ◆ \$ 15 per month for dental insurance
  - ◆ \$ 5 per month for life insurance

The monthly subsidization amount available for each of the benefits for participants who do not continue under Allina group health plan products will vary according to length of service within Allina. These monthly subsidization amounts are as follows for the period January 1, 2004 through May 31, 2005:

- ◆ Current base eligibility up through 19 calendar years of service: \$197 per month, available as follows:
  - \$175 per month for health insurance
  - \$ 17 per month for dental insurance
  - \$ 5 per month for life insurance

- ◆ From 20 calendar years through 24 calendar years of service: \$265 per month, available as follows:
  - \$243 per month for health insurance
  - \$ 17 per month for dental insurance
  - \$ 5 per month for life insurance
- ◆ From 25 calendar years of service and above: \$331 per month, available as follows:
  - \$309 per month for health insurance
  - \$ 17 per month for dental insurance
  - \$ 5 per month for life insurance

These subsidization amounts for participants who do not continue under Allina group health plan products will be increased on an annual basis by the amount of medical trend, dental trend, and life insurance trend from the prior year for the June 1, 2005 through May 31, 2006 period and again for the June 1, 2006 through May 31, 2007 years of the contract.

- (3) The current plan document that spells out the specific legal structure and regulations governing the VEBA trust will be amended to allow for the following changes:
  - ◆ Funds from the VEBA trust may be used to subsidize the above mentioned dental and life insurance, in addition to health insurance
  - ◆ The benefits as described above are available only to the extent that the assets of the VEBA fund are sufficient to provide the benefits
  - ◆ Any changes in monthly benefit amounts must be bargained through the routine contract negotiations process
- (4) For future contracts, funding for the VEBA will be provided by Allina up to a maximum of \$120,000 per year, the amount to be determined by an actuarial analysis, only if the funding is required to maintain the current level of negotiated benefits. Such additional funding will be charged against future contracts.

37. 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. 3121(k)(1)(D) of the Social Security Act, the Minnesota Nurses Association will be advised of such fact in writing and the parties agree to meet and negotiate with respect to such notice and its effects prior to this filing of any such notice. No notice shall be filed for a period of at least ninety (90) calendar days following the date the 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.

RECOGNIZED DEGREE AND CERTIFICATION PROGRAMS

APPENDIX A

Baccalaureate Degrees:

Bachelor of Science in Nursing  
Bachelor of Arts in Nursing  
Post-Baccalaureate Certificate of Nursing

Masters Degrees:

Master of Science in Nursing  
Master of Arts in Nursing  
Master of Public Health  
Master of Social Work  
Master of Psychology (must work in behavioral services)

Certification Programs:

ACCE-ASPO/Lamaze Certification in Childbirth Education  
ACRN - AIDS Certified RN  
ANCC / RNCM - Certification in case management  
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  
Certified Electronic Fetal Monitoring  
CFRN-Emergency Nurse Association Certification in Flight Nursing  
CGRN-Society of Gastroenterology Nurses and Associates  
CHN—Nephrology Nursing certification in Hemodialysis  
CHPN - Certification of Hospice and Palliative Nurse  
CIC—Infection Control  
CNN—American Nephrology Nurses Association  
CNOR—Association Operating Room Nurses  
CNRN-American Association of Neuroscience Nurses  
COHN - Certified Occupational Health Nurse  
CORLN - Certified Otorhinolaryngology & Head-Neck Nurse  
CPAN-American Society of Post Anesthesia Nurses  
CPDN-Nephrology Nursing certification in Peritoneal dialysis  
CPSN-American Society of Plastic and Reconstructive Surgical Nurses  
CRNH - Certified Registered Nurse Hospice  
CRNI-Intravenous Nurses Society

CRNO-American Society Ophthalmic Registered Nurses

CRRN-Association of Rehabilitation Nurses

CURN-American Board of Urologic Allied Health Professionals

CVN - Certified Vascular Nurse

CWOCN - Certified Wound, Ostomy, and continence Nurse

FAAPM-American Academy of Pain Management

HNC - Holistic Nurse Certification

IAIM - International Association of Infant Massage

IBCLC-International Board of Lactation Consultants Examiners, Inc.

OCN—Oncology Nurses Society

ONC—National Association Orthopedic Nurses

Cardiac/Vascular Nurse RN,C and RN, BC (BSN)

Nursing Administration - RN, CNA, BC (BSN only)

Informatics Nurse - RN-BC (BSN or other BS with RN)

Nursing Professional Development - RN, BC (BSN)

Advanced Diabetes Management - Clinical Nurse Specialist (CNS)

Nurse Practitioner

Advanced Practice: Palliative Care Nurse

Clinical Nurse Specialist (CNS):

Adult Psychiatric and Mental Health Nursing

Child and Adolescent Psychiatric and Mental Health Nursing

Family Psychiatric and Mental health Nursing]

Gerontologic Nursing

Home Health Nursing

Medical Surgical Nursing

Pediatric Nursing

Nurse Practitioner:

Family Nurse Practitioner

Adult Nurse Practitioner

Acute Care Nurse Practitioner

Primary Care Nurse Practitioner

Gerontological Nurse Practitioner

Pediatric Nurse Practitioner

RNC—National certification corporation for the Obstetric, Gynecologic, and

Neonatal Nursing Specialties

Inpatient Obstetric Nurse

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.

CNM—Association of Certified Nurse Midwives  
CPN AND CPNP—Certification Board of Pediatric Nurse Practitioners and Nurses  
CRNA—Council on Certification of Nurse Anesthetists

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  
Registered Nurse Case Manager from ANA

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

MERCY HOSPITAL  
DRUG AND ALCOHOL TESTING POLICY FOR REGISTERED NURSES  
APPENDIX B

**PURPOSE:** Mercy Hospital 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. Mercy Hospital has therefore adopted this Drug and Alcohol Testing Policy for Registered Nurses.

**POLICY:** Mercy Hospital 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 Mercy Hospital 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 Mercy Hospital 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.

**GROUND FOR TESTING:** Testing will be requested or required only under circumstances described below. No test will be sought for the purpose of harassing a registered nurse. All tests are conducted by a laboratory certified in accordance with state law. No test will be conducted by a testing laboratory owned or operated by Allina.

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 Mercy 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. In addition, any registered nurse who is referred for chemical dependency treatment may be requested or required to undergo drug and/or alcohol testing without prior notice for a period of up to two years from the time of the referral for chemical dependency treatment.

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/OR 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.

LETTER OF UNDERSTANDING II

Mr. Tom McLaughlin  
Vice President  
Health One Mercy Hospital  
4050 Coon Rapids Blvd.  
Coon Rapids, MN 55433

Dear Mr. McLaughlin:

The parties, during negotiations, discussed the problem the Hospital was experiencing in complying with the following language found at Section 29 (current Section 33 in 6/1/01 to 5/31/04 contract):

"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."

The parties agree that the language quoted above should be clarified. In this connection, the parties agree that the practice to be followed regarding openings that occur less than twenty-four (24) hours before the start of the shift where the opening exists should be as follows:

1. The Hospital will continue to receive written requests from nurses where nurses will indicate their availability by date and shift to work extra shifts, and from that list, the Hospital will contact the individual nurses in order of seniority whose stated availability matches the opening; and
2. If openings remain after the procedures set forth in paragraph 1 have been utilized, the Hospital will then be free to contact such individuals in seniority order that the Hospital believes would be available to work extra shifts. The parties further agree that the Hospital's decision on when to stop calling Hospital staff nurses in an effort to fill the opening and, instead, proceed to obtain a nurse from an outside pool agency must be determined by the Hospital based on all the facts and circumstances.

Sincerely,

SIGNED

James R. Bialke  
Staff Specialist, Labor Relations

HEALTH PLAN PROVISIONS

LOU 1992

In connection with the settlement of the 1992-1995 Contract Agreements between the Minnesota Nurses Association and (i) Health One Mercy Hospital; (ii) United/Children's Hospitals' and (iii) Health Employers, Inc. (Phillips Eye Institute), Health One Corporation and the Minnesota Nurses Association reached certain agreements related to the Health One health plan provisions in effect during the terms of the 1992-1995 Contract Agreements noted above. In addition, these provisions, as set forth below, shall be in effect and shall apply to all agreements between Health One and the Minnesota Nurses Association, including the agreements currently in effect at River Falls Area Hospital, Sioux Valley Hospital of New Ulm, and Health One Owatonna Hospital.

1. Health One shall provide nurses the benefits contained in the Health One Corporation Medical Plan (the "Plan"). The overall benefits of the coverage shall be no less than those provided in the Plan effective January 1, 1989 or as agreed between Health One and the Association.
2. In the event that a nurse or dependent covered by the Plan has a complaint or dispute concerning the provision of services or administration of the Plan which is not grievable under the applicable contract between Health One and the Association, the nurse or dependent shall use the appeal process in the Plan. Any complaint or dispute shall be reduced to writing and received by the hospital's personnel department within the time frames set forth in the Plan's appeal process.

If this process is not successful in the satisfactory resolution of the complaint or dispute, then the covered individual shall have the right to go to arbitration at his/her own expense. The cost of any arbitration shall be borne equally between the individual filing and Health One, with each party to pay its own costs and fees.

The arbitration request shall be reduced to writing and received by the hospital's personnel department within twelve (12) workdays or receipt of the final denial letter. This provisions shall not apply in the event the employee elected to litigate the complaint or dispute in a civil action rather than commence arbitration. No medical malpractice claims shall be required to be subject to arbitration.

The time limitations set forth herein relating to the time for filing a complaint/dispute or a demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the complaint/dispute being waived for arbitration purposes only and it shall not be submitted to arbitration.

3. Health One shall offer two (2) options for dependent coverage: single plus one and full family coverage. Health One and the nurse shall each pay the amounts specified for each as set forth in the applicable contract.
4. Subject to the pre-existing condition limitations in the Plan related to transplant coverage and eligibility, eligible nurses and their dependents shall be offered

an initial enrollment period in which to join the Plan without showing evidence of good health. Further, certain life events shall also provide the nurse and/or dependents the opportunity to enroll in the Plan without showing evidence of good health. Such life events shall include birth, adoption, change in dependent status, divorce or death of a spouse, or the involuntary loss of current insurance including loss of current insurance through the voluntary or involuntary termination of a spouse's employment, all as defined and set forth in the Plan documents.

Details regarding eligibility periods shall be contained in the Summary Plan Description.

5. Health One recognizes the fact that it is the insurer, the provider of services and the employer of nurses covered under the Plan. Health One and each of its hospitals recognizes their duty to develop and maintain controls on medical and insurance records, including computerized data, which prevents inappropriate access to confidential medical or insurance information.
6. Health One shall continue to offer pre-tax savings plans to all nurses. Their plans will include tax deferred annuity plans (403[b] plans). Health One shall not be limited by this agreement to provide a specific plan.

Very truly yours,

SIGNED

Mark G. Mishek  
General Counsel

## PEDIATRIC AFFILIATIONS

LOU May 13, 1992  
Amended 2004

The parties acknowledge that, as a result of any consolidation or affiliation, the legal relationships between and among various hospitals may change, and that a number of changes could occur in such areas as employee benefit plan consolidation, payroll practices, service locations and so on.

Each party to the Letter of Agreement agrees to provide the Association with regular updates on the status of the above referenced consolidation or affiliation activities and will meet with Association representatives as requested to answer questions and respond to concerns. The Association will receive formal notice of material changes resulting from the Health One/LifeSpan consolidation or from any pediatric affiliations which will affect registered nurses covered under any contract with the Association at least thirty (30) days prior to any proposed implementation dates.

The parties to this Letter of Agreement (as well as any successor corporation created as a result of the Health One/LifeSpan consolidation) shall meet with the Association to negotiate the effects of any changes caused by the consolidation and the application of provisions within the affected contract agreements.

The parties acknowledge that this letter shall not supersede or alter the provisions of any contract agreement between the Association and a party to this Letter of Agreement. Without limiting the foregoing, the parties agree that the provisions of Section [section on job protection] \_\_\_ of the United/Children's Hospitals contracts, Section [section on job protection] \_\_\_ of the Health One Mercy Hospital contract, and Section [section on job protection] \_\_\_ of the Twin Cities contract shall be fully applicable to the proposed Health One/LifeSpan consolidation.

Agreed to this 13th day of May, 1992.

SIGNED

\_\_\_\_\_  
Minnesota Nurses Association

SIGNED

\_\_\_\_\_  
Health One Corporation

SIGNED

\_\_\_\_\_  
Abbott-Northwestern Hospital, Inc.

SIGNED

\_\_\_\_\_  
Children's Hospital of St. Paul

SIGNED

\_\_\_\_\_  
Minneapolis Children's Medical Center

## LABOR/MANAGEMENT COOPERATION

LOU 1995

The Allina Hospitals 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 Hospitals will communicate the principles of and commitment to labor/management cooperation through their top leadership in their value/mission statements or other appropriate documents.

### Local Labor/Management Allina Committees:

Each Hospital and the respective Minnesota Nurses Association Chairpersons will determine the most appropriate Labor/Management structure and process for their organization taking into consideration contractual agreements applicable to that hospital as well as past successes with existing committees. For this purpose, a labor/management committee is defined as having equal representation from hospital management and 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

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

Signed this \_\_\_\_ day of \_\_\_\_\_ 1995.

HOSPITAL

MINNESOTA NURSES ASSOCIATION

By SIGNED

By SIGNED

## ALLINA HEALTH AND SAFETY

LOU 1998  
AMENDED 2004

Each Allina metropolitan facility and MNA will plan and implement Health and Safety Labor Management Process(es) (to include MNA representatives) to address:

1. Continued improvement in work place health and safety.
  2. System wide health and safety issues or changes.
  3. Improved treatment of ill, injured, or disabled nurses.
  4. Promotion of continuing and appropriate employment for ill, injured, or disabled workers.
- a. Jointly determine and periodically evaluate:
    1. **The physical demands of the essential functions of any bargaining unit position.**
    2. **Determine the exposure limits with the use of controls such as safety equipment by taking into consideration data and resources from National Institute for Occupational Safety and Health (NIOSH), International Labor Organization (ILO), other occupational health organizations and recognized standards and guidelines identified by the parties.**
  - b. Begin or continue assessment of ergonomic needs in Allina Hospitals, prioritize and recommend solutions for inclusion in capital budget in 1999 and subsequent years.
  - c. Expedite the purchase and distribution of adequate numbers of effective convenient lifting/patient handling devices within the Hospitals using fast track processes.
  - d. Develop work group safety teams to perform environmental assessments, participate in equipment selection, provide staff education and evaluate results using data driven processes.
  - e. Post on each unit a quarterly report of types and rates of employee injuries for all Allina metropolitan hospitals (employee confidentiality will be maintained).
  - f. **Implement a telephonic 24/7 process to receive injury reports and provide triage work to facilitate care.**
  - g. Insure that injured nurses receive consistent treatment and information in each hospital/organizational setting in which they are seen about their injury regardless of the time of day.
  - h. Develop a tool by which ill/injured/disabled nurses will evaluate their experience of the process from the initial injury report through the final resolution. Quarterly, report evaluation results to the appropriate Labor-Management Committee(s).

ACCOMMODATION

LOU 1998  
Amended 2004

- i. A MNA staff nurse will serve as an advocate for injured, ill, or disabled Registered Nurses to facilitate effective communication, navigate complex claims processes and support conflict resolution between the hospital management, Occupational Health Services, benefit claims staff, and individual nurses at each Hospital.
- j. Explore substitutes for hazardous substances and expedite substitution.
- k. Use of mechanisms established in the Medical Staff Bylaws to ensure physician compliance with safety policies and processes to prevent hazard exposure for nurses.
- l. Develop mechanisms to protect nurses from new, mutated or resistant organisms using effective infection control methods.
- m. Identify and acquire appropriate, safe and legal physical restraint equipment to prevent physical harm to nurses by confused, agitated or aggressive patients.
- n. Implement the following to provide a violence free workplace.
  - 1. The Hospital will provide a physical management curriculum by qualified instructor(s) that provides information and skills in threat assessment, de-escalation, physical protection and behavior management for all nurses, on an annual basis in high-risk areas and/or upon request.
  - 2. Each facility will establish and enforce one code of behavior for all in the facility.
  - 3. Each hospital will develop a mechanism to communicate to the public: The Administration and Employees of United Hospital are committed to providing a therapeutic environment, free from violence in any form, to promote health within our community. We believe that each person, including patients and visitors, has a responsibility to maintain respectful, safe behavior in all their interactions while at United Hospital. We will hold all individuals responsible for the effect their behavior has on our community.
  - 4. Develop a process to include a risk assessment upon admission to determine potential violence from patients, friends, and family.
  - 5. Develop a process to identify known violent patients to caregiver(s).
  - 6. Establish name-tag guidelines which do not require Registered Nurses to include their last name on identification badges.
  - 7. The employer will extend reasonable cooperation to any Registered Nurse assaulted in the workplace who chooses to exercise his/her rights under the law.
- o. Develop an education plan for the following:
  - 1. Early recognition of latex sensitivity and allergy.
  - 2. Non physical methods for management of assaultive and aggressive behavior of family, patient, significant other.
  - 3. Appropriate use of lifting devices.
  - 4. Engaging staff in safety promotion.
  - 5. Stress debriefing techniques for charge nurses and leaders. Promote use of stress debriefing techniques for staff following critical episodes.
  - 6. Need for and benefits of early reporting of injuries.

(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.

(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. Each facility's Human Resources and Disability Specialist will develop and implement a process to continuously identify and communicate all open bargaining unit positions and non bargaining unit positions within Allina, for which an RN is qualified, to the affected nurses and will review open positions with MNA advocate in periodic meetings. Nurses who have work related illness, injury or disability will be given hiring preference for those positions for which they are qualified.
- 4. In evaluating the ability to accommodate a disability and/or restriction(s), the Hospital will consider an option to 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 16, 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. The 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 within Allina but 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. If the nurse is not accommodated within Allina the nurse will be considered to be on a Medical Leave of Absence for four (4) years.

If a nurse is accommodated within Allina, the nurse's employment status is that of the position which the nurse has accepted.

Each nurse who is not accommodated in a bargaining unit position will receive a letter, jointly developed by the Association and the employer, which details the nurse's rights, benefits, and employment status.

If a nurse accepts an Allina non-bargaining unit position she/he may choose to continue medical benefits as provided by Section 25, in the same manner as a nurse who is not accommodated within Allina.

7. The parties agree to use the processes set forth in Section 18, 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.

## EDUCATION

LOU 1998  
Amended 2004

- A. Each facility and Minnesota Nurses Association will jointly develop a plan to educate the Minnesota Nurses Association representatives, human resource personnel, and management personnel on the terms of the Contract and its interpretations.
- B. Education Actions: The following actions shall be taken:
1. The Hospital will publish information about available education funds and how they may be accessed.
  2. Explore having the "college on wheels" concept brought to the facility.
  3. Minnesota Nurses Association and Allina will explore a joint application for a grant of federal or state funds for dislocated workers that would be available in case of layoff or full or partial closure of any Hospital covered by this Agreement.
- C. Code of Ethics: The Hospital and Minnesota Nurses Association shall jointly develop and present educational programs to promote a mutual understanding of the ANA Code of Ethics for Nurses; and its application to acute care settings, recognition of situations and behaviors that present barriers to application of the ANA Code of Ethics for Nurses, and methods to resolve conflict over these and other problems in the nurse's workplace.

## ANA STATEMENT ON "RISK VERSUS RESPONSIBILITY IN PROVIDING NURSING CARE"

LOU 1998  
Amended 2004

**RISK VS. RESPONSIBILITY**—Minnesota Nurses Association and Allina believe that the American Nurses Association's (ANA) statement regarding Risk Versus Responsibility in Providing Nursing Care addresses the concerns raised about related issues during 1995 negotiations. The ANA document is, therefore, adopted as a Minnesota Nurses Association/Allina joint statement on this issue. Statement follows:

"This statement, developed by the Committee on Ethics of the American Nurses' Association, examines the question, "At what point does it cease to be the nurse's duty to undergo risk for the benefit of the patient?" That question is particularly relevant for nurses caring for patients afflicted with communicable or infectious diseases such as typhoid, tuberculosis, plague, Hansen's disease, influenza, hepatitis-B, Legionnaires' disease, cytomegalovirus and AIDS (acquired immune deficiency syndrome). Not only must nursing care be readily available to individuals afflicted with communicable or infectious diseases, but also, nurses must be advised on the risks and the responsibilities they face in providing care to those individuals. Accepting personal risk which exceed the limits of duty is not morally obligatory; it is a moral option.

According to the ANA Code of Ethics for Nurses, nurses may morally refuse to participate in care, but only on the grounds of either patient advocacy or moral objection to a specific type of intervention. Nursing is resolute in its perspective that care should be delivered without prejudice, and it makes no allowance for use of the patient's personal attributes or socioeconomic status or the nature of the health problem as ground for discrimination.

The first statement of the ANA Code of Ethics for Nurses says, "The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems." Here, the code is addressing the issue of nondiscrimination in the allocation of nursing resources (a question of justice and fairness).

Historically, nurses have given care to those in need, even at risk to their own health, life, or limb. Indeed, the Suggested Code of 1926 proclaims that "the most precious possession of this profession is the ideal of service, extending even to the sacrifice of life itself..." Nursing history is replete with examples of nurses who have knowingly incurred great risk in order to care for those in need of nursing or to contribute to the advancement of health science. Contemporary nurses, too, knowingly place themselves in jeopardy when giving care on the battlefield, in places of squalor and poor sanitation at home or abroad, in situations of natural or man-made disaster, and to those with communicable or infectious diseases.

As the Suggested Code of 1926 recognizes, the ideal of service is, in fact, an ideal. There are limits to the personal risk of harm the nurse can be expected to accept

as a moral duty. The profession does not and cannot demand the sacrifice of the nurse's well-being, physical, emotional or otherwise, or the nurse's life for the benefit of the patient.

For assistance in resolving the question of risk versus responsibility, nurses must turn to the field of ethics for guidance. In ethics, the differentiation between benefiting another as a moral duty and benefiting another as a moral option is found in four fundamental criteria. As applied to nursing, they are as follows:

1. The patient is at significant risk of harm, loss, or damage if the nurse does not assist.
2. The nurse's intervention or care is directly relevant to preventing harm.
3. The nurse's care will probably prevent harm, loss, or damage to the patient.
4. The benefit the patient will gain outweighs any harm the nurse might incur and does not present more than minimal risk to the health care provider.

Nursing, as nursing, creates a special relationship between nurse and patient, with special duties for the nurse. The nurse is not a "stranger" and this is not at liberty to walk away from those in need of nursing when all four of the criteria are met.

For example, in most instances, it would be considered morally obligatory for a nurse to give care to an AIDS patient. If the nurse is immunosuppressed, however, it could be reasonably argued that the nurse is not morally obligated to care for that patient on the grounds that the fourth criterion, the most crucial, has not been met. Apart from the issue of personal risk to the nurse, it must be mentioned that it is incumbent upon the hospital or agency administration to provide adequate safeguards, such as equipment and enforcement of procedures, for the protection of nursing staff.

Nursing is a caring, patient advocacy profession. Because of nursing's long history of standing ready to assist the ill and the vulnerable in society, society has come to rely on nursing and to expect that it will rise to the health demands of virtually any occasion. In a sense, this reciprocity is crucial to the life of the profession. All must know that care will be given when needed and that it will not be arbitrarily, prejudicially, or capriciously denied.

Yet, there are limits to the moral obligation of the individual nurse to benefit patients. Beneficence stands as a moral duty in those situations where the four criteria can be met. When not all the criteria can be met, the individual nurse must evaluate the situation according to the criteria and choose whether or not to go beyond the requirement of duty."

## HEALTH AND SAFETY

### MERCY AND UNITED ACTION PLAN SUMMARY—1998

#### A. HEALTH AND SAFETY

1. Pursue funding for research into emerging health care issues.
2. Strongly encourage the organizations and services with which Allina contracts to use needleless systems and non-latex products and non-powdered gloves.
3. Information about effective infectious disease management will be available on-line.
4. Evaluate data and methods about the use of lifting teams and no-lift policies.
5. Develop plans that reduce barriers to the manager/nurse manager allowing injured nurse's return to work.
6. The actual dollars spent for workers' compensation will be reflected in each unit's responsibility report. In no case will the consequences of such costs be borne by the ill/injured/disabled nurse or any bargaining unit nurse.

## 1998 MERCY LOCAL ACTION PLAN

During the 1998 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. The Mercy/MNA Labor Management Committee will be accountable for delegating action items for completion. Action Plans may have a time schedule and are usually adaptable to the individual Hospital and Minnesota Nurses Association Labor Management process.

The following are the agreed upon Action Plans:

#### Bargaining Unit Composition

The Allina and Mercy Labor Management Committees in collaboration with the Allina and Mercy Nursing Practice/Care Delivery committees will:

- ◆ Develop and implement a short term plan by which to evaluate any direct/indirect patient care role/responsibilities which are under consideration to move from a bargaining unit RN role or be incorporated in a non bargaining unit position prior to implementation; consensus must be reached.
- ◆ Develop, implement and evaluate process(es) by which the:
  - New positions/roles/responsibilities are evaluated to determine if these are bargaining unit positions.
  - Existing non-management positions are evaluated for appropriate inclusion in the bargaining unit.
  - Changes proposed in the work of the bargaining unit nurse to shift work into a non bargaining unit role will be evaluated and consensus reached prior to implementation.
  - Examine/determine/develop process models by which changes in roles are accomplished.
  - Assure that appropriate accountability and authority are included in the above and are communicated within the organization.

**MASTER CONTRACT**

LOU MNA MERCY/UNITED 2001-1

Effective Date: June 1, 2001

**Amended 2004**

Expiration Date: Ongoing

**Intent:** During the course of bargaining of the Contract between the Minnesota Nurses Association ("the Association") and Abbott Northwestern Hospital and Phillips Eye Institute and United Hospital and Mercy Hospital, business units of Allina Health System, the parties reached several understandings not reflected in the body of the Contract. This letter is to set forth those understandings:

**Participants:** Allina Health System and the bargaining units at Abbott Northwestern, Phillips Eye Institute, United, and Mercy, have agreed that future contracts will be negotiated either jointly between United, Mercy, Abbott Northwestern Hospital, Phillips Eye Institute or simultaneously, between United, Mercy and Abbott Northwestern, Phillips Eye Institute, each contract term.

**Process:** The parties agree that, as of June 1, 2001, the following contract sections have been conformed and will remain conformed in all future contracts:

- Educational Development
- Salary (What's Conformed, Stays Conformed)
- On Call Duty - Financial sections only
- Holidays Excluding Holiday Exemption and United Specific Language regarding Christmas scheduling
- Vacations
- Job Protection, Mergers, and Reduction of Beds
- Discipline & Termination of Employment
- Promotions, Transfers and New Positions (excluding e & f United only)
- No Strikes - No Lock Outs
- Association Communication & Chairpersons
- Pre-Tax Spending Account
- Personnel Files
- Association Security
- Retention of Benefits
- Successors & Assigns
- Breakage
- Legality
- Voluntary Employee Benefit Association
- Duration & Renewal
- Pension Plan Notes

These conformed contract sections, as well as any contract provisions pertaining to wages, benefits and other economic provisions of the contracts shall be uniform among the three contracts and shall be bargained jointly between all three bargaining

units, or with the individual bargaining units each of which shall be authorized to negotiate modifications to one or more of these provisions, which agreements will be binding upon all three bargaining units. The previous sentence is not intended to suggest that all three of the bargaining units must be involved in negotiating on these conformance and economic provisions, as long as every conformance and economic provision is assigned to at least one bargaining unit for negotiation on behalf of all three. If bargained jointly, no more than four (4) negotiating team members from each bargaining unit shall be appointed.

Nothing herein shall prevent the parties from continuing to negotiate other items in local addenda to address issues of specific concern to an individual facility.

The parties agree to explore, prior to this contract's expiration, the prospect of metro-wide coordinated bargaining with other MNA contract hospitals in the Twin Cities, on major economic and benefit provisions. The parties agree to notify each other by November 1, 2006 of any desire to pursue such a coordinated approach to bargaining.

- No later than December 15, 2006, the Union will notify Allina as to:
- a. Whether all negotiations will be conducted jointly between Allina and all three bargaining units;
  - b. If not joint, whether any of the bargaining units will bargain together; and
  - c. If not joint, how the conformed and economic provisions of the contract would be assigned for negotiation on behalf of all three bargaining units.

ALLINA HOSPITALS  
By SIGNED  
Marvin Dehne  
Chair, Labor Policy Committee

MINNESOTA NURSES ASSOCIATION  
By SIGNED  
Elizabeth Shogren, R.N.  
Staff Specialist, Labor Relations  
  
By SIGNED  
Rozann Bridgeman, R.N., Co-Chair

By SIGNED  
Molly Sullivan, R.N., Co-Chair  
  
By SIGNED  
LouAnn Uhr, R.N., Co-Chair

Amended 2004  
ALLINA HOSPITALS  
By SIGNED  
Dick Pettingill, CEO  
Chair, Labor Policy Committee

MINNESOTA NURSES ASSOCIATION  
By SIGNED  
Yvonne Ihnken, R.N., B.S.N  
Staff Specialist, Labor Relations  
  
By SIGNED  
LouAnn Uhr, R.N., Co-Chair  
  
By SIGNED  
Gwen Blossom, R.N., Co-Chair