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Title: **Children's Hospitals and Clinics and Minnesota Nurses Association (MNA), (2004)**

K#: **7885**

Employer Name: **Children's Hospitals and Clinics**

Location: **Minneapolis, St. Paul MN**

Union: **Minnesota Nurses Association (MNA)**

Local: **N/A**

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2004 - 2007

CONTRACT AGREEMENT

between

CHILDREN'S HOSPITALS AND CLINICS - MINNEAPOLIS

and

MINNESOTA NURSES ASSOCIATION

June 1, 2004 - May 31, 2007

Minnesota Nurses Association

1625 Energy Park Drive, Suite 200

St. Paul, Minnesota 55108

651-646-4807 / 1-800-536-4662

FAX: 651-647-5301

email address: mnnurses@mnnurses.org / WEB: mnnurses.org

116 pages

DEFINITIONS

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

The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients, to scrub or circulate in the operating room, and to work directly with patients during examinations or treatments. Delivery of care is directed toward promotion and restoration of health, prevention of disease and care of the sick and disabled.

The term "assistant nurse manager" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering and evaluation of nursing care given on a patient care 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 term "clinical educator" applies to registered professional nurses employed to do any part of a combination of orientation, staff/program development and educational outreach, in addition to providing direct patient care, as identified per unit need.

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.

DATES

Calendar year (January 1 through December 31)

- Tuition reimbursement monies

W2 year (through the last pay period of December)

- Hours toward pension vesting/benefits
- ¼ of off premise on call hours toward seniority

January 1

- Personal holiday hours and birthday holiday hours credited to flex time bank

March 1

- Sign up for summer deferral bonus (no use of flex time from Memorial Day through Labor Day)

June 1

- Contract raises
- Certification bonus

July

- Longevity bonus

September

- Payment of summer deferral bonus

November 1 through October 31

- Holiday scheduling year
- Mandatory low need days counting year

November

- Benefits open enrollment

THIS AGREEMENT is made and entered into by and between the undersigned Hospital and the Minnesota Nurses Association.

1. **RECOGNITION:**

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses, clinical educators, and assistant nurse managers employed in the Hospital.

2. **EDUCATIONAL DEVELOPMENT:**

It is the mutual purpose of Minnesota Nurses Association and the Hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. To this end, salary increments for educational advancement are provided for in Section 4, Salary, paragraph (b) of this Agreement. Provision has also 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 two thousand five hundred dollars (\$2,500.00) per year for educational course work at an accredited institution under the following circumstances. If the nurse is taking course work toward a bachelor's or master's degree in nursing, the reimbursement is increased to three thousand dollars (\$3000.00) per year.

- (1) The manager must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.
- (2) The nurse must sign a certificate that she or he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. If a nurse fails to continue or return to work for as 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) Eligibility for reimbursement during a leave of absence:
 - a. If a nurse has received approval for reimbursement according to policy and started the program, and then becomes sick and goes out on an extended medical leave, the nurse will still receive reimbursement. If she/he does not actually return to work or does not fulfill her/his work requirement from (a) (2) above, the Hospital will seek to recoup the money.
 - b. If a nurse is out on a Family and Medical Leave Act (FMLA) leave, within the twelve (12) weeks, her/his benefits continue as if she/he were still working, and thus the reimbursement eligibility continues. The nurse would follow the process for approval as outlined in this Agreement and Hospital policy and would still be subject to the continuing work requirement from (a) (2) above. The Hospital would seek to recoup any payments should the nurse not return to work after her/his leave.
 - c. If a nurse is on an extended leave of any kind, either personal or beyond FMLA eligibility, then she/he is not eligible for the reimbursement program as this nurse is not considered to be regularly scheduled to work.

(b) **Schedule Accommodations:**

- (1) 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.
- (2) A full-time (1.0) nurse may be granted scheduling accommodations (without reduction in hours) in a manner agreed upon between the nurse and the Hospital to facilitate the nurse attending workshops, courses and other educational programs. For purposes of the preceding sentence, the nurse may work another shift in the schedule, or take flex time, to keep her/himself whole.

(c) **Workshops, Courses, and Other Educational Programs:**

A nurse may use up to four hundred dollars (\$400.00) per year of the amount provided in this Section, reimbursed at one hundred percent (100%) 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. (A list of currently recognized certification programs is attached as Appendix B), or
- (3) Related to complementary therapies that may enhance the nurse's skills, or
- (4) Related to the nurse's clinical area of practice.
- (5) Eligibility for reimbursement during a leave of absence:
 - a. If a nurse has received approval for reimbursement according to policy and started the program, and then becomes sick and goes out on an extended medical leave, the nurse will still receive reimbursement.
 - b. If a nurse is out on a Family and Medical Leave Act (FMLA) leave, within the twelve (12) weeks, her/his benefits continue as if she/he were still working, and thus the reimbursement eligibility continues. The nurse would follow the process for approval as outlined in this Agreement and Hospital policy.
 - c. If a nurse is on an extended leave of any kind, either personal or beyond FMLA eligibility, then she/he is not eligible for the reimbursement program as this nurse is not considered to be regularly scheduled to work.

(d) **Required Education Subsequent to Employment:**

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

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.

(e) **Professional Membership Dues:**

A nurse may use the educational monies as provided for in this Section toward professional membership dues.

3. **HOURS:**

- (a) **Hours of Work and Overtime:** The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular work day will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day shall be paid at one and one-half (1 1/2) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1 1/2) times her or his regular rate of pay for the first four (4) hours of such overtime; and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. Overtime payments shall not be duplicated. Paid sick leave, holiday and vacation hours shall be considered as hours of work for overtime purposes.

For a nurse who is employed in a position(s) involving two different hourly rates of pay, the overtime rate of pay for on-duty hours in a bargaining unit position shall not be less than one and one-half (1 1/2) times the nurse's regular rate of pay for on-duty hours in the bargaining unit position.

No nurse shall be disciplined for refusal to work overtime.

No nurse will work more than sixteen (16) consecutive hours, in any combination of shifts and including the work those hours entail, unless replacement staff are not able to report for duty for the next shift because of unusual, unpredictable or unforeseen circumstances. Such circumstances include but are not limited to an act of terrorism, a disease outbreak, adverse weather conditions or natural disasters which impact continuity of patient care.

- (b) **Breaks:** A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she or he will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (1/2) hour and if a nurse does not receive this meal break she or he will be paid for the additional one-half (1/2) hour on duty time as provided in Section 3, Hours. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. The Hospital will plan for break relief for nurses in units where staffing is not conducive to duty-free breaks. A regular review of the ability for nurses on the unit to take their breaks will be included in the quarterly dialogue between the manager, unit Association representative(s) and Association chairperson. A nurse will not be required to remain on the unit during any unpaid

meal break, and may choose whether or not to take technological equipment with her/him while on 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. For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work. On her/his weekend off, a nurse shall not be required to work from 7:00 am Friday through 7:00 am Monday. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.
- (2) Nurses normally shall not be required to work more than days and relief or days and nights.
- (3) Normally there shall be at least twelve (12) hours between assigned shifts (days, relief or nights) except on days prior to scheduled days off.
- (4) Unless it would result in a nurse not being able to fulfill her/his FTE and week-end commitments, the following will apply:
 - a. A nurse working eight (8) or ten (10) hour shifts will not be required to work more than five (5) consecutive days without the nurse's consent.
 - b. A nurse working twelve (12) hour shifts will not be required to work more than three (3) consecutive days without the nurse's consent.
 - c. A nurse working a position that combines both eight (8) and twelve (12) hour shifts will not be required to work more than forty (40) hours on consecutive days without the nurse's consent.
 - d. A nurse rotating days and nights will not have less than twenty-four (24) hours off between rotations without the nurse's consent.

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

- (5) Nurses with confirmed work agreements of .8 –1.0 will have blocked/fixed schedules.
- (6) A nurse working in a unit open twenty-four hours in a day/seven days a week (24/7) shall not be scheduled for more than three (3) starting shift times per four (4) week period.

Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the nurse concerned or in cases of emergency or unavoidable

situations where the application of the general patterns would have the effect of depriving patients of needed nursing service.

- (d) **Weekend Assignments:** Insofar as practicable, weekend assignments will be made equally among the nurses employed on each unit. Assistant Nurse Managers will not be required to work weekends; they will, however, share Monday and Friday shifts equally with the staff nurses on the unit.

Nurses with confirmed work agreements of .8 – 1.0, straight nights, will not be required to work more than every third (3rd) week-end. These nurses may work with their managers to create unique week-end schedules which include every third (3rd) week-end.

- (e) **Bonus for Extra Unscheduled Weekend Shifts:** Full-time and regularly scheduled part-time nurses who work more weekend shifts than the alternate weekends as authorized under Section 3 (c) (1) of this Contract Agreement shall be paid an additional seventy-five dollars (\$75.00) for each full nonscheduled weekend shift on days and/or evenings, and one hundred dollars (\$100.00) for each full non-scheduled weekend shift on nights. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. This weekend bonus will apply to Operating Room nurses who voluntarily work additional non-scheduled weekend shifts above scheduled call. 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) **Unscheduled Shift:** A nurse who is called to work an unscheduled shift and who is called not later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she or he arrives within a period of time objectively determined to be reasonable.
- (h) **Flexible Work Positions Greater Than Eight (8) Hours:** For patient care needs, the Hospital may post positions of greater than eight (8) hours in length. Positions established pursuant to the provisions of this Section shall be subject to the following conditions:
- (1) The Hospital will post positions of greater than eight (8) hours in length, subject to the following:
 - a) If a position of greater than eight (8) hours in length is vacated, it will be posted house wide.
 - b) In the case of newly created positions of greater than eight (8) hours in length where the number of positions is less than or equal to the number of open FTEs on the particular unit, these positions will be posted house wide.
 - c) In the case of newly created positions of greater than eight (8) hours in length where the number of positions is greater than the number of

open FTEs on the particular unit, these positions will be posted on the unit.

- d) There will be no involuntary changes in the number of hours per pay period, shift rotation, shift length, or unit of a currently employed nurse as a result of flexible positions of greater than eight (8) hours in length.

In order to vacate a flexible position of greater than eight (8) hours in length, a nurse must bid on, and be awarded, another position.

- (2) Unless it would result in a nurse not being able to fulfill her/his FTE and weekend commitments, a nurse in a flexible position of greater than eight (8) hours in length shall not be scheduled to work more than five (5) consecutive days of ten (10) hour shifts, or three (3) consecutive days of twelve- (12) hour shifts without her/his consent. If these provisions conflict with a nurse's holiday obligation, the conflict will be resolved in accordance with SAC policies for that site.
- (3) 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, Hours, (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 over eight (8) hours, except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time. The Hospital shall retain written documentation that a nurse has agreed to a flexible work position and of the type of flexible position to which the nurse has agreed.
- (4) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 p.m.
- (5) Sick leave shall be accrued at a rate proportionate to that specified in Section 9, Time Off Plan, for registered nurses who are not working a flexible position. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Flex time shall accrue at the rate proportionate to that specified in Section 9, Time Off Plan, for registered nurses not working a flexible position and shall be granted in a manner to provide a registered nurse an equal amount of calendar time off as provided in Section 9, Time Off Plan.

Holiday pay shall be based on the number of hours regularly scheduled under the flexible position. Personal holidays will be credited in the following manner: a nurse whose position consists of one (1) shift length shall be credited with hours equal to that shift length for each personal holiday; a nurse whose position is a combination shift lengths shall be credited with hours for each personal holiday equal to an average of the confirmed position (e.g., a combination of eight- (8) and twelve- (12) hour shifts would equal ten (10) hours of credit).

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

- (6) 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 positions.

There shall be no discrimination by the Hospital against any nurse because she or he declines to volunteer for flexible work positions. It is the intention of this Section that flexible positions are to be a supplement and not a replacement for the basic 80 and 8 patterns.

- (i) **Flexible Work Positions, Less Than Eight (8) Hours:** For patient care needs, the Hospital may post positions of less than eight (8) hours in length. These positions will be a minimum of four (4) hours in length.

Positions established pursuant to the provisions of this Section shall be subject to the following conditions:

- (1) The Hospital will post positions of less than eight (8) hours in length, subject to the following:
 - a) If a position of less than eight (8) hours in length is vacated, it will be posted house wide.
 - b) In the case of newly created positions of less than eight (8) hours in length where the number of positions is less than or equal to the number of open FTEs on the particular unit, these positions will be posted house wide.
 - c) In the case of newly created positions of less than eight (8) hours in length where the number of positions is greater than the number of open FTEs on the particular unit, these positions will be posted on the unit.
 - d) There will be no involuntary changes in the number of hours per pay period, shift rotation, shift length, or unit of a currently employed nurse as a result of flexible positions of less than eight (8) hours in length.

In order to vacate a flexible position of less than eight (8) hours in length, a nurse must bid on, and be awarded, another position.

- (2) Unless it would result in a nurse not being able to fulfill her/his FTE and weekend commitments, a nurse in a flexible position of less than eight (8) hours in length shall not be scheduled to work more than five (5) consecutive days without her/his consent. If these provisions conflict with a nurse's holiday obligation, the conflict will be resolved in accordance with SAC policies for that site.

- (3) 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 (1½) times her/his regular rate of pay for all excess time so worked. The Hospital shall retain written documentation that a nurse has agreed to a flexible work position and of the type of flexible position to which the nurse has agreed.
- (4) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 pm.
- (5) Sick leave shall be accrued at a rate proportionate to that specified in Section 9, Time Off Plan for registered nurses who are not working a flexible work position. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Flex time shall accrue at the rate proportionate to that specified in Section 9, Time Off Plan, for registered nurses not working a flexible position and shall be granted in a manner to provide a registered nurse an equal amount of calendar time off as provided in Section 9, Time Off Plan.

Holiday pay shall be based on the number of hours regularly scheduled under the flexible position. Personal holidays will be credited in the following manner: a nurse whose position consists of one (1) shift length shall be credited with hours equal to that shift length for each personal holiday; a nurse whose position is a combination of shift lengths shall be credited with hours for each personal holiday equal to an average of the confirmed position (e.g., a combination of eight (8) and four (4) hour shifts would equal six (6) hours of credit).

Nurses in positions of less than eight (8) hours in length shall have the same obligation to work holidays as other nurses on their particular unit, pursuant to Sections 6, Part-Time Nurses, and 8, Holidays.

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

- (6) 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 positions.

There shall be no discrimination by the Hospital against any nurse because she or he declines to volunteer for flexible work positions. It is the intention of this Section that flexible positions are to be a supplement and not a replacement for the basic 80 and 8 patterns.

(j) **Shifts of Less Than Eight Hours on Units in Operation Less Than 24 Hours a Day:**

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.

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

(k) **Alternative Weekend Schedules:** The Hospital may establish flexible scheduling plans providing work schedules of only two twelve (12) hours shifts every weekend. A nurse may agree to work additional shifts; but such agreement shall not be a condition of being accepted for available Alternative Weekend Schedule. Plans established under this Section 3 (k) shall be subject to the following conditions:

- (1) Unless otherwise expressly modified by this subsection (k), the provisions of Section 3, Hours, (h) shall be fully applicable to the Alternative Weekend Schedules.
- (2) Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 7:00 p.m. Friday and 7:00 a.m. Monday.
- (3) A nurse electing this program will be scheduled to work two twelve (12) hour shifts on consecutive days during the forty-eight (48) hours period on every weekend. The nurse will receive thirty-six (36) hours of pay at the nurse's regular rate of pay for these twenty-four (24) hours of work.
- (4) A nurse working two (2) twelve (12) hour weekend shifts on an Alternative Weekend Schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually provided benefits, including pension and seniority. A nurse will receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work.
- (5) For purposes of Section 14, Low Need Days and Layoff, (d) a nurse on an Alternative Weekend Schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low need day for a portion of her or his scheduled twelve (12) hour weekend shift, the nurse will receive one and one-half (1 1/2) hours of pay for each hour worked on the partial shift and, in accordance with Section 14, Low Need Days and Layoff, (b), will be given one and one-half (1 1/2) hours credit toward benefits for all hours lost.

- (6) Flex time and sick leave used shall be paid and be deducted from the nurse's accumulated flex time and sick leave at the same rate as it is accrued. A nurse will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as flex time or sick leave.
- (7) A nurse electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.
- (8) Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.
- (9) Section 3, Hours (e) relating to the Weekend Bonus and Section 4, Salary, (l) relating to the Weekend Premium, and Section 4, Salary, (j) relating to Shift Differential, shall not apply to the two (2) twelve (12) hour shifts for which a nurse is normally scheduled; but will apply to any additional weekend shifts a nurse agrees to work.
- (10) The basic work week for nurses on the Alternative Weekend Program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1 1/2) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked under this Alternative Weekend Program. Further, a nurse working in excess of her or his scheduled work day shall be paid time and one-half (1 1/2) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate the double (2) time.
- (11) Nurses on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve (12) hour shifts on weekends under this Program or other schedules including twelve (12) hour shifts on a weekend developed in accordance with Section 3, Hours, (h) above.
- (12) 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. The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program.

The Hospital shall likewise give a nurse notice of equal length in the event the Alternative Weekend Program were discontinued. If the Program is discontinued at the conclusion of a pilot or trial period of specified length not to exceed six (6) months, the nurse shall be returned to the position she or he held prior to the pilot period. If Alternative Weekend Schedules are otherwise discontinued, the nurse shall be offered vacant or new registered nurse positions within the Hospital which have an equal number of hours per payroll

period as the nurse had prior to electing the Alternative Weekend Program for which the nurse is reasonably qualified.

- (13) A nurse participating in this Alternative Weekend Program may, with Hospital approval, trade hours with a nurse who is not on an Alternative Weekend Schedule. Each nurse involved in the trade will be paid at that nurse's regular rate of pay excluding the Alternative Weekend Schedule Premium and in accordance with that nurse's standard for overtime eligibility. A nurse on an Alternative Weekend Schedule who trades hours with another nurse who is scheduled to work a twelve (12) hour shift between 7:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section 3 Hours, (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.

4. SALARY:

- (a) **Salary and Increments:** The basic minimum salaries by classification and the increments through the years of employment (including all employment both before and after execution of this Agreement) to become effective June 1, 2004, June 1, 2005 and June 1, 2006 shall be shown on the attached Salary Charts.
- (b) **Educational Increments:** A nurse will receive an additional twenty dollars (\$20.00) monthly increment, as indicated on attached Salary Charts, when she or he has been employed continuously or credited for salary purposes with length of employment equal to at least three (3) years and has completed, in addition to the minimum associate degree or diploma nursing program, at least six (6) quarter credits of college work in nursing or allied fields.

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

Because many colleges and universities now award semester credits, the conversion from semester credits to quarter credits will use a 2/3 ratio – for every two (2) semester credits earned, three (3) quarter credits will be awarded for purposes of this Section. (Ex: four (4) semester credits equal six (6) quarter credits, and eight (8) semester credits equals twelve (12) quarter credits.)

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

Salary credit shall not be given for any courses, workshops or institutes which in the future may be required by the Minnesota State Board of Nursing as a condition to

maintaining current licensure and are completed by a nurse in satisfaction of meeting said minimum requirements.

- (c) **Recognition of Prior Experience:** Upon the employment by the Hospital of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4, Salary, of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital.
- (d) **Recognition of LPN or Other Non-RN Experience:** A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 14, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.
- (e) **Confirmation of Work Agreement:** The Hospital shall provide the nurse with written confirmation of the nurse's employment understanding. This confirmation shall include her or his salary and increment level, including the credit assigned for such prior work experience; the number of hours per payroll period for which the nurse is being employed, and shift rotation to which the nurse will be assigned. This confirmed employment understanding shall not be changed without consent of the nurse.

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

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

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

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

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

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

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

- (f) **Relieving Nurse Manager:** When a staff nurse performs the duties of a Nurse Manager, she or he shall receive the rate of pay of an assistant nurse manager (at the same increment level that the staff nurse is presently receiving) for any shift of work consisting of at least eight (8) hours of work.
- (g) **Charge Differential:** A nurse recognized by the Hospital to be acting in an authorized charge capacity on any shift of work for at least four (4) hours shall be paid an additional two (2) dollars (\$ 2.00) per hour for all hours worked in that capacity. A nurse designated by the Hospital to be acting in an authorized Operating Room Team Leader capacity shall receive the charge pay differential for all hours worked in that capacity at the Hospital.

A person recognized by the Hospital to act in a charge capacity is responsible for coordinating the overall activities of a shift and/or unit(s) as it relates to the provision of patient care. She/he is expected to give direction to and act as a resource for other staff on the shift and/or unit(s). A charge nurse may be given a patient care assignment.

A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for that charge nurse position.

- (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 and educational increments.

- (j) **Shift Differential:** Nurses working the relief shift shall be paid a shift differential at the rate of one dollar (\$1.00) per hour.

Nurses working the night shift shall be paid a shift differential at the rate of two dollars (\$2.00) per hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the relief shift shall be paid a shift differential at the rate of two dollars and fifty cents (\$2.50) per hour.

Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid a shift differential at the rate of four dollars (\$4.00) per hour.

Nurses with a confirmed shift of choice of straight evenings or straight nights, pursuant to Section 7, Rotation and Shift of Choice, shall be paid a two dollar (\$2.00) per hour differential in addition to the applicable shift differential for straight evenings or straight nights.

No premium will be paid for an eight (8) hour shift ending at or before 7:00 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, and other paid leaves provided by Section 13, Leave of Absence, for those nurses permanently assigned the evening and night shifts.

- (k) **Straight Night Time-Off Bonus:** In addition to the above, a full-time nurse working a permanent night shift for at least six (6) months shall receive a time-off bonus of 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.
- (l) **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 starting 3:00 p.m. Friday through 7:00 a.m. Monday.
- (m) **Reporting Pay:** A nurse who reports to work for a scheduled shift shall be paid for not less than four (4) hours of pay as provided by Sections 3, Hours and 4, Salary of this Contract Agreement.
- (n) **Pay for Certification:** Upon successfully completing a nationally recognized certification program, a nurse will be reimbursed by the Hospital for the application fee(s) to obtain such certification.

Annually, on June 1 of each year, the Hospital shall pay a bonus of four hundred fifty dollars (\$450.00) per certification to any regularly scheduled nurse who currently holds certification by examination from a recognized and reputable national nursing

specialty organization as identified in Appendix B. To receive this bonus, the nurse shall, prior to June 1, provide to the Hospital a copy of certification and shall have exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of the certification.

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

- (o) **Longevity Bonus:** A full-time or regularly scheduled part-time nurse will receive a lump sum bonus in the following amounts in the year in which the nurse reaches the following thresholds:

20 calendar years: \$1,500
25 calendar years: \$2,000
30 calendar years: \$2,500
35 calendar years: \$3,000
40 calendar years: \$3,500

The longevity bonus will be prorated for casual nurses.

The longevity/loyalty incentive will be paid annually in July for each year of the current Contract according to the following schedule:

- RNs with 20 – 24 total years' calendar service with Children's as of June 30, will receive: FT/PT = \$1500

Casual = prorated for hours worked for previous 12 months

- RNs with 25 – 29 total years' calendar service with Children's as of June 30, will receive: FT/PT = \$2000

Casual = prorated for hours worked for previous 12 months

- RNs with 30 – 34 total years' calendar service with Children's as of June 30, will receive: FT/PT = \$2500

Casual = prorated for hours worked for previous 12 months

- RNs with 35 – 39 total years' calendar service with Children's as of June 30, will receive: FT/PT = \$3000

Casual = prorated for hours worked for previous 12 months

- RNs with 40 + total years' calendar service with Children's as of June 30, will receive: FT/PT = \$3500

Casual = prorated for hours worked for previous 12 months

- (p) **Clinical Educator Differential:** A Clinical Educator will receive an additional one dollar (\$1.00) per hour.

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	23.45	24.30	25.10	24.38	25.27	26.10	25.36	26.28	27.14
1 year	24.93	25.77	26.55	25.92	26.80	27.62	26.96	27.87	28.72
2 years	25.97	26.82	27.62	27.01	27.89	28.72	28.09	29.01	29.87
3 years	27.00	27.80	28.61	28.08	28.92	29.76	29.20	30.07	30.95
4 years	28.01	28.88	29.68	29.13	30.03	30.87	30.30	31.23	32.11
5 years	28.86	29.74	30.54	30.02	30.93	31.77	31.22	32.16	33.04
6 years	29.73	30.58	31.36	30.91	31.80	32.62	32.15	33.07	33.92
7 years	30.92	31.75	32.61	32.16	33.02	33.92	33.45	34.34	35.27
8 years	31.22	32.06	32.87	32.47	33.34	34.18	33.76	34.67	35.55
9 years	32.41	33.23	34.02	33.71	34.56	35.38	35.06	35.94	36.80
10 years	33.29	34.09	34.89	34.62	35.46	36.29	36.00	36.88	37.74
12 years	33.95	34.80	35.57	35.30	36.19	37.00	36.72	37.64	38.48
15 years	34.87	35.70	36.48	36.27	37.13	37.94	37.72	38.61	39.45
20 years	35.55	36.42	37.22	36.98	37.88	38.71	38.45	39.40	40.26

ASSISTANT NURSE MANAGER 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	25.79	26.73	27.60	26.82	27.80	28.71	27.90	28.91	29.86
1 year	27.42	28.34	29.21	28.52	29.48	30.38	29.66	30.66	31.59
2 years	28.56	29.50	30.38	29.71	30.68	31.59	30.89	31.91	32.86
3 years	29.70	30.58	31.47	30.88	31.81	32.73	32.12	33.08	34.04
4 years	30.82	31.76	32.65	32.05	33.03	33.96	33.33	34.35	35.32
5 years	31.75	32.71	33.60	33.02	34.02	34.94	34.34	35.38	36.34
6 years	32.70	33.63	34.50	34.01	34.98	35.88	35.37	36.38	37.32
7 years	34.01	34.93	35.87	35.38	36.32	37.31	36.79	37.78	38.80
8 years	34.34	35.26	36.15	35.71	36.67	37.60	37.14	38.14	39.10
9 years	35.65	36.56	37.42	37.08	38.02	38.92	38.56	39.54	40.48
10 years	36.61	37.50	38.38	38.08	39.00	39.92	39.60	40.56	41.51
12 years	37.34	38.28	39.13	38.83	39.81	40.70	40.39	41.40	42.32
15 years	38.36	39.27	40.12	39.89	40.84	41.73	41.49	42.47	43.40
20 years	39.11	40.07	40.94	40.67	41.67	42.58	42.30	43.34	44.29

Hourly Educational Increments on AD/Diploma Scale:

- 12 cents applies after 3 years and completion of at least six quarter credits of college work in nursing or allied fields.
- Additional 12 cents applies after 6 years and completion of at least twelve quarter credits of college work in nursing or allied fields.

5. ON-CALL DUTY:

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

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

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

If a nurse is called to work while on-call, and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty. If she/he is a full-time nurse, she/he shall have the option of using accrued vacation hours or a personal holiday in place of this scheduled work shift.

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-Premises On-Call Pay:** A nurse will be paid at an hourly rate of one hundred ten percent (110%) of the state or federal minimum wage, 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-Premises On-Call Pay:** Nurses who are required to remain on Hospital premises during the on-call duty shall be paid at an hourly rate of one hundred fifty percent (150%) of the federal or state minimum wage, 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, Hours and 4, Salary.

A nurse who reports to work from off premise on call between the hours of 11:00 p.m. and 7:00 a.m. may choose to complete her/his on call duty on premise, and shall be paid at the on premise rate of pay as outlined above.

- (c) **Holiday On-Call Pay:** Nurses on-call, either on or off premise, on any of the holidays listed in Section 8, Holidays, shall receive an additional fifty cents (\$.50) per hour above the applicable on-call rate. The previous sentence notwithstanding, nurses in the Operating Room and PACU, who are scheduled for on call duty on the Christmas holiday, will receive pay at two (2) times the applicable on call rate of pay for all hours on call during the thirty-two (32) hour Christmas holiday.

For scheduling purposes in the Operating Room on the Christmas holiday, on call duty will be rotated among nurses eligible for such on call duty.

- (d) **Specialty Call:** A nurse taking specialty call shall be paid a twenty-five dollar (\$25.00) bonus when called into work.

6. PART-TIME NURSES:

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

- (b) **Part-Time Holidays:** A part-time nurse who works on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, 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.

(1) **Personal Holiday/s:**

- Regularly scheduled part-time nurses shall be provided with two (2) personal holidays each year.
- The personal holidays will be added as an annual credit to a nurse's Flex Time Bank on January 1st of each year. Personal holidays in the Flex Time Bank may be used as flex time (see Section 9 - Time Off Plan)
- Personal holidays credit will be calculated in the following manner: a nurse whose position consists of one (1) shift length shall be credited with hours equal to that shift length for each personal holiday; and a nurse whose position is a combination of shift lengths shall be credited with hours for each personal holiday equal to an average of the confirmed position (e.g. a combination of eight (8) and twelve (12) hours shifts would equal ten (10) hours of credit.)

(2) **Birthday Holiday (Flex Time Bank):**

- Part-Time nurses, who are regularly scheduled four (4) hours per pay period to forty-eight (48) hours per pay period, will be provided with three (3) hours of pay per year. Part time nurses, who are regularly scheduled

forty-nine (49) hours per pay period to less than eighty (80) hours per pay period, will be provided with five (5) hours pay per year.

- Birthday holiday hours will be added as an annual credit to a nurse's Flex Time Bank on January 1st of each year. Birthday holiday hours in the Flex Time Bank may be used as flex time (see Section 9 - Time Off Plan)

- (3) **Part-Time Holiday Scheduling:** The holiday calendar year shall begin November 1.

For purposes of this Section, ten (10) year nurses are defined as nurses with equal to or greater than 20,800 hours of seniority. Ten (10) year nurses will be required to work the holidays specified in this Section in accordance with the scheduling sequence outlined below. Should a ten (10) year nurse work a shift on a holiday, she/he will be eligible for the holiday bonus per subsection (4).

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day. Non ten (10) year nurses will be required to work one more than half of the above holidays before a ten (10) year nurse will be mandatorily scheduled.

Holidays will be scheduled in the following order until unit staffing needs (not including replacement time) are met:

- a) Regularly scheduled full-time and part-time non ten (10) year nurses whose turn it is to work the specific holiday.
- b) Regularly scheduled full-time and part-time non ten (10) year and any ten (10) year nurses who volunteer for vacant holiday shifts.
- c) Casual nurses who volunteer for vacant holiday shifts
- d) Regularly scheduled full-time and part-time non ten (10) year nurses will be scheduled for one more than half of the above holidays before going to step (e).
- e) Regularly scheduled full-time and part-time ten (10) year nurses from least senior to most senior on a rotating basis.
 - Evening and night shift of choice nurses will be the last to be mandatorily scheduled at Christmas.
 - A ten (10) year nurse will never be mandatorily scheduled more than every third (3rd) Christmas. Volunteering and then being put on the schedule to work Christmas counts as being scheduled.
 - Nurses with greater than or equal to 41,600 hours of seniority shall not be mandated to work holidays.

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

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

- (4) **Part-Time Christmas Scheduling:** For purposes of this Section 6, Christmas Day shall be deemed to extend over a thirty-two (32) hour period beginning with the 3:00 p.m. shift on December 24th and ending at 11:00 p.m. on December 25th; New Year's Day shall be deemed to extend over a thirty-two (32) hour period beginning with the 3:00 p.m. shift on December 31st and ending at 11:00 p.m. on January 1st. A nurse will receive pay at the rate of three (3) times pay for all hours worked during the thirty-two (32) hour Christmas holiday.

All nurses will be given the opportunity to sign up by unit for one or two of these evening shifts within this 32 hour period. Provided staffing needs are met (not including replacement time), those nurses, by seniority, who may have been required to work the two (2) evening shifts will be afforded the opportunity to work only one (1) shift. The opportunity to work only one shift will be offered by seniority. The most junior nurse(s) will be required to work two (2) shifts before a more senior nurse is required to work two (2).

A nurse who voluntarily works a shift during the Christmas holiday period, on her/his Christmas off, may choose between the following options:

- a) A nurse who voluntarily works a shift during the Christmas holiday period, and is confirmed to work that shift prior to the final hours being posted, may request and be granted flex time on an additional non-holiday week-end during the year. This request shall be granted separately from the vacation requests for that particular week-end.
- b) A nurse who voluntarily works a shift during the Christmas holiday period shall have that count as two (2) holidays for the purposes of being scheduled holidays for that year.

- (5) **Holiday Bonus Pay:**

- a) Any regularly scheduled full-time or part-time non-ten (10) year nurse who is involuntarily scheduled for one (1) more than half of the holidays listed in this Section shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for each such holiday worked.
- b) This includes the thirty-two (32) hour period for the Christmas and New Year's holidays and may involve two (2) shifts.
- c) Any ten (10) year nurse who works a holiday shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per

four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for each such holiday worked.

- d) Nurses with an evening or night shift of choice who are involuntarily scheduled to work the Christmas holiday shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for the Christmas holiday.

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

- (1) **Part Time Increments:** Salary increments as described in attached Salary Charts on the basis of credit for one (1) year's service for each two thousand eighty (2,080) compensated hours.
- (2) **Part-Time Vacation:** A Time Off Plan will be utilized to provide nurses with the opportunity to receive paid time for hours away from work. This plan is designed to assist nurses with financial hardship during periods of illness, disability, vacation or other planned time off. The plan is composed of accrual amounts for vacation, sick, and an annual credit for personal holiday/s and the birthday holiday. The accrual of hours from each of these benefits will be combined in the following ways:
- Flex Time Bank - includes accrued hours of vacation, personal holiday/s and the birthday holiday. Also includes a partial accrual of sick leave hours (the remaining sick leave hours accrue to the "sick bank" as outlined below). Hours in this Flex Time Bank may be used as they are accrued.
 - Sick Time Bank - includes a partial accrual of sick hours (the remaining sick bank hours accrue to the "Flex Time Bank" as outlined above). Guidelines for the Sick Time Bank are the same as outlined in Section 9, Time Off Plan, (d), Sick Leave.
- (3) **Part-Time Sick Leave:** Regularly scheduled part-time nurses as described in part (c) of this Section 6 who have averaged thirty-two (32) compensated hours or more per two (2) week payroll period will be entitled to sick leave with pay for personal illness. 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.

Regularly scheduled nurses averaging 32 hours per pay period or more will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. Nurses may choose one (1) of two (2) accrual rates based on her/his selection of short term disability. The following rates apply:

- a) If Short Term Disability (STD) is not selected during open enrollment, seven (7) days per year will accumulate to the Flex Time Bank and five (5) days will accumulate to the Sick Time Bank on a prorated basis.
- b) If Short Term Disability (STD) is selected during open enrollment, six (6) days per year will accumulate to the Flex Time Bank and two (2) days per year will accumulate to the Sick Time Bank on a prorated basis.

The accrual rates for full-time and regularly scheduled part-time nurses averaging 32 hours per pay period or more shall be determined by dividing the annual number of sick hours based on the above schedule by 2,080 hours and shall be as follows:

- a) Seven (7) days (56 hours) - .0269 flex hours accrued for each compensated hour.
- b) Five (5) days (40 hours) - .0192 sick hours accrued for each compensated hour.
- c) Six (6) days (48 hours) - .0231 flex hours accrued for each compensated hour.
- d) Two (2) days (16 hours) - .0077 sick hours accrued for each compensated hour.

- (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:** There shall be established and maintained within each Hospital, a pool of casual nurses employed by the Hospital to be utilized to supplement the full and regularly scheduled part-time staff. A casual nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the Hospital. A casual nurse is not assured the availability of work on a regular continuing basis; but a casual nurse is not obligated to report to duty each time she or he is requested to work. Casual nurses may be assigned a station unit or may be utilized to float among station units. A casual nurse will not be granted a leave of absence to exceed six (6) months, unless such leave is a personal illness, injury or disability leave of absence, or a maternity/paternity leave of absence, as set forth in Section 13, Leave of Absence.

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

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

In order to maintain casual status, casual nurses are required to work two (2) shifts per month, and one (1) of those shifts must be either a weekend shift or a night shift. Casual nurses who are receiving a Twin City Hospitals - Minnesota Nurses Association Pension Plan monetary benefit may meet these work requirements on an annual basis. Casual nurses who do not meet these requirements will be terminated. If a casual nurse has a shift canceled by the Hospital, such shift shall count toward the two (2) shift minimum. A casual nurse shall be given a minimum of two (2) hours advance notice of the cancellation of any shift of work for which the nurse has agreed to work.

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

Any casual nurse who works greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year will be eligible to be awarded position(s), pursuant to Section 16, Schedules and Postings, before casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year.

- (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 24, 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), (g), (h) and (i) provide are hours worked or hours for which length of service increments accrue.
- (h) **Increase in Part-Time Hours:** A regularly scheduled part-time nurse who, over a six (6) month period, is consistently scheduled for or consistently works more shifts than the number confirmed pursuant to Section 4, Salary, (e), or the most recent amendment to that employment understanding, shall, upon request of the nurse, have her or his confirmed number of work shifts increased up to the average number of shifts actually worked in the preceding six (6) months. If there are nurses holding recall rights to available hours, confirmation of increased work shifts to a nurse under this provision shall be delayed until qualified nurses holding recall rights to available hours have been offered recall. The above notwithstanding, no nurse shall be regularly scheduled for greater than full-time hours.

7. ROTATION AND SHIFT OF CHOICE:

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

- (a) The Hospital will review the current schedules on each unit in order to determine if additional straight shifts may be offered. It is recognized that to the extent that permanent day shifts are created on a unit, the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of the permanent day shifts. Provided that any change in schedules to create additional straight day shift positions will not require nurses with less than ten (10) years of service to rotate to more than a total of fifty percent (50%) reliefs or nights.
- (b) No confirmed work agreement, as provided in Section 4, Salary, (e), specifying the number of hours per payroll period and shift rotation of a currently employed nurse, will be involuntarily changed.
- (c) Eligible full-time nurses in seniority order on the unit will first be offered their shift assignment of choice; thereafter eligible part-time nurse on the unit in seniority order will be offered their shift assignment of choice.
- (d) In order to maintain consistency in implementation and interpretation, the Staffing Advisory Committee (SAC) will review Staffing Advisory Committee policies related to Shift of Choice (SOC) and develop a program to educate staff and directors. The first review and education will occur within six (6) months following implementation of this agreement. Thereafter, the review and education of current as well as new Staffing Advisory Committee policies regarding Shift of Choice will occur periodically as determined by Staffing Advisory Committee.

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

- (e) The nurse may elect an assignment of days, reliefs, nights or a rotating assignment including days and either reliefs or nights. A nurse may also elect a shift length of choice of greater than or less than eight (8) hours' duration, exclusive of start and end times. The nurse electing to fill an available flexible work position or an alternate weekend schedule may not require the creation of a new flexible work position or alternate weekend schedule position. Election of a shift of choice, and/or a shift length of choice, may be granted concurrently or separately. Shift designation will be determined by where the majority of hours fall. Rotating shift positions will be decreased but not eliminated.

- (f) If a permanent shift assignment becomes available because of changes in the schedules of nurses currently employed on a unit which has no open unfilled positions, the available permanent shift assignment will be first offered to nurses on that unit. Otherwise all openings, including those offering permanent shift assignments, will be offered and filled in accordance with Section 16, Schedules and Posting.
- (g) Nurses at the date of this Agreement who have a 7:00 a.m. starting time shall not have such shift time changed without the consent of the nurse.
- (h) A nurse electing a rotating shift of choice shall not be scheduled for more than three (3) starting shift times per four (4) week period. A nurse electing a straight shift of choice shall not be scheduled for more than two (2) starting shift times per four (4) week period. The foregoing provisions shall be modified to the extent necessary if the number of ten (10) year nurses on a unit would mean an inability to cover the required shifts.
- (i) Evening and night Shift of Choice nurses, including those with shift lengths of greater than or less than eight (8) hours' duration will be afforded the option to work every fourth (4th) weekend if matched with another Shift of Choice nurse. If unmatched, unit management will attempt to accommodate. If one nurse of the match discontinues the schedule, the schedule may be posted for another Shift of Choice match. If Shift of Choice match is not found, then the nurse reverts back to every other week end if management cannot accommodate continuing the schedule.
- (j) When evaluating the ability to offer Shift of Choice to an eligible Shift of Choice nurse, office day FTE's for Assistant Nurse Managers and Clinical Educators will not be counted in the unit staffing numbers. Instead, the office day FTE's will be awarded to an eligible Shift of Choice nurse in one of two (2) ways:
 - (1) If the Assistant Nurse Manager or Clinical Educator has been granted their Shift of Choice, the office day FTE will be awarded to another eligible Shift of Choice nurse on a temporary basis.
 - (2) If the Assistant Nurse Manager or Clinical Educator has not been granted their Shift of Choice, the office day FTE will be awarded to an eligible Shift of Choice nurse.
- (k) Evening and night shift of choice nurses will be the last to be scheduled for Christmas. Evening and night Shift of Choice nurses will never be scheduled more than every other Christmas.

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

8. HOLIDAYS: (Full-Time) (For Part-Time see Section 6)

- (a) **Paid Holidays:** Nurses will be granted the following six (6) holidays with pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Personal Holidays (Flex Time Bank):

- Full-time nurses shall be provided with three (3) personal holidays each year.
- Personal holidays will be added as an annual credit to a nurse's Flex Time Bank on January 1st of each year. Personal holidays in the Flex Time Bank may be used as flex time (see Section 9 - Time Off Plan).
- Personal holidays credit will be calculated in the following manner: a nurse whose position consists of one (1) shift length shall be credited with hours equal to that shift length for each personal holiday; and a nurse whose position is a combination of shift lengths shall be credited with hours for each personal holiday equal to an average of the confirmed position (e.g. a combination of eight (8) and twelve (12) hours shifts would equal ten (10) hours of credit.)

- (b) **Christmas and New Year's Holidays:** For purposes of this Section 8 and also Section 6, Christmas Day shall be deemed to extend over a thirty-two (32) hour period beginning with the 3:00 p.m. shift on December 24th and ending at 11:00 p.m. on December 25th; New Year's Day shall be deemed to extend over a thirty-two (32) hour period beginning with the 3:00 p.m. shift on December 31st and ending at 11:00 p.m. on January 1st.

A nurse who works during the thirty-two (32) hour Christmas holiday shall receive two (2) times pay for all hours worked during the thirty-two (32) hour Christmas holiday and hours of compensatory time off equal to the number of hours worked during this thirty-two (32) hour period.

All nurses will be given the opportunity to sign up by unit for one or two of these evening shifts within this 32 hour period. Provided staffing needs are met (not including replacement time), those nurses, by seniority, who may have been required to work the two (2) evening shifts will be afforded the opportunity to work only one (1) shift. The opportunity to work only one shift will be offered by seniority. The most junior nurse(s) will be required to work two (2) shifts before a more senior nurse is required to work two (2).

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

A nurse who voluntarily works a shift during the Christmas holiday period, on her/his Christmas off, may choose between the following options:

- (1) A nurse who voluntarily works a shift during the Christmas holiday period, and is confirmed to work that shift prior to the final hours being posted, may request and be granted flex time on an additional non-holiday week-end during the year. This request shall be granted separately from the vacation requests for that particular week-end.

- (2) A nurse who voluntarily works a shift during the Christmas holiday period shall have that count as two (2) holidays for the purposes of being scheduled holidays for that year.
- (c) **Holiday on Day Off:** If a holiday falls on a nurse's day off, she or he will be paid eight (8) hours of straight time pay for the holiday or will be given eight (8) hours of compensatory straight time off within a two (2) week period before or within a two (2) week period after said holiday, the nurse to choose the method of reimbursement.
- (d) **Time Off in Lieu of Holiday Pay:** A nurse electing compensatory straight time off in lieu of holiday pay shall be paid for such compensatory day during the pay period in which the compensatory day off is taken.
- (e) **Holiday During Vacation:** If a holiday falls during a nurse's vacation, one (1) day will be added to her or his vacation.
- (f) **Full-Time Holiday Scheduling:** The holiday calendar year shall begin November 1.

For purposes of this Section, ten (10) year nurses are defined as nurses with equal to or greater than 20,800 hours of seniority. Ten (10) year nurses will be required to work the holidays specified in this Section in accordance with the scheduling sequence outlined below. Should a ten (10) year nurse work a shift on a holiday, she/he will be eligible for the holiday bonus per subsection (g).

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: New Year's Eve relief shift, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve relief shift, and Christmas Day. Assistant Nurse Managers and Clinical Educators will be scheduled for a number of holidays equitable to staff nurses. Full-time non ten (10) year nurses will be required to work one more than half of the above holidays before a regularly scheduled ten (10) year nurse will be mandatorily scheduled.

Holidays will be scheduled in the following order until staffing needs (not including replacement time) are met:

- (1) Regularly scheduled full-time and part-time non ten (10) year nurses whose turn it is to work the specific holiday.
- (2) Regularly scheduled full-time and part-time non ten (10) year and any ten (10) year nurses who volunteer to work vacant holiday shifts.
- (3) Casual nurses who volunteer for vacant holiday shifts
- (4) Regularly scheduled full-time and part-time non ten (10) year nurses will be scheduled for one more than half of the above holidays before going to step (5).

(5) Regularly scheduled full-time and part-time ten (10) year nurses from least senior to most senior on a rotating basis.

- Evening and night shift of choice nurses will be the last to be mandatorily scheduled at Christmas.
- A ten (10) year nurse will never be mandatorily scheduled more than every third (3rd) Christmas. Volunteering and then being put on the schedule to work Christmas counts as being scheduled.
- Nurses with greater than or equal to 41,600 hours of seniority shall not be mandated to work holidays.
- If a ten (10) year nurse is required to work on a holiday she/he may receive an HRLOA prior to other nurses being offered HRLOAs through a process developed by the Staffing Advisory Committee.

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

(g) **Holiday Bonus Pay:**

- (1) Any regularly scheduled full-time or part-time non-ten (10) year nurse who is involuntarily scheduled for one (1) more than half of the holidays listed in this Section shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for each such holiday worked.
- (2) This includes the thirty-two (32) hour period for the Christmas and New Year's holidays and may involve two (2) shifts.
- (3) Any ten (10) year nurse who works a holiday shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for each such holiday worked.
- (4) Nurses with an evening or night shift of choice who are involuntarily scheduled to work the Christmas holiday shall be paid an additional fifty dollars (\$50) per eight (8) hour shift (twenty-five dollars (\$25) per four (4) hour shift, seventy-five dollars (\$75) per twelve (12) hour shift) for the Christmas holiday.

9. **TIME OFF PLAN:**

A Time Off Plan will be utilized to provide nurses with the opportunity to receive paid time for hours away from work. This plan is designed to assist nurses with financial hardship during periods of illness, disability, vacation or other planned time off. The plan is composed of accrual amounts for vacation, sick, and an annual credit for personal holiday/s and the birthday holiday. The accrual of hours from each of these benefits will be combined in the following ways:

- Flex Time Bank- includes accrued hours of vacation, personal holiday/s and the birthday holiday. Also includes a partial accrual of sick leave hours (the remaining sick leave hours accrue to the "sick bank" as outlined below). Hours in this Flex Time Bank may be used as they are accrued.

- Sick Time Bank - includes a partial accrual of sick hours (the remaining sick bank hours accrue to the "Flex Time Bank" as outlined above). Guidelines for the Sick Time Bank are the same as outlined in Section 9 (d), Sick Leave.

(a) **Vacations (Flex Time Bank):**

- (1) **Vacation Accrual:** On a prorated basis 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 will be granted four (4) calendar weeks' vacation with pay.

On a prorated basis assistant nurse managers who have completed one (1) full year of continuous service in the Hospital will be granted two (2) calendar weeks' vacation with pay; after completing two (2) or three (3) full years of continuous service will be granted three (3) calendar weeks' vacation with pay; and after completing four (4) or more full years of continuous service will be granted four (4) calendar weeks' vacation with pay.

Vacation shall be accrued from the nurse's most recent date of employment by the Hospital. 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, (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:

- a) Two (2) weeks' vacation - .0385 vacation hours accrued for each compensated hour.
- b) Three (3) weeks' vacation - .0577 vacation hours accrued for each compensated hour.
- c) Four (4) weeks' vacation - .0769 vacation hours accrued for each compensated hour.

During the first year of employment, staff and assistant nurse managers 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 nurse managers 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 nurse manager will accrue vacation at the rate of .0769 hours of vacation for each compensated hour.

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

- (2) **Terminal Vacation (Flex Time) Pay:** Nurses will receive terminal vacation (flex time) 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.
- (3) **Vacation Scheduling (Flex Time Bank):** The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. Office days for Assistant Nurse Managers and Clinical Educators will not be included in the numbers of staff granted vacation each day. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests, and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in Section 14, Low Need Days and Layoff, shall be given preference. Where a Hospital utilizes an annual defined vacation signup period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a nondiscriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

By mutual agreement between the nurse and nurse manager, a nurse may convert accrued flex time hours to pay.

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

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

- (4) **Summer Deferral Bonus:** Nurses who accrue and utilize flex time will be eligible for a monetary bonus if they do not make a request to use flex time between the Memorial Day and Labor Day holidays. The following conditions apply:
 - a) The nurse must declare by March of that year that she/he is not going to put in a flex time request for the period between Memorial Day and Labor Day.

- b) The nurse may not give away shifts between Memorial Day and Labor Day, or she/he will forfeit the bonus.
- c) The nurse may utilize flex time between Memorial Day and Labor Day in lieu of an HR LOA and/or a mandatory LOA.
- d) The monetary bonus will be equal to twenty (20) hours of the nurse's regular rate of pay for a full-time nurse, and prorated from that amount for a part-time nurse.
- e) The monetary bonus will be paid to the nurse in September.

(b) **Personal Holiday/s (Flex Time Bank):**

- Full-time nurses shall be provided with two (2) personal holidays each year. Regularly scheduled part-time nurses shall be provided with one (1) personal holiday each year.
- Personal holidays will be added as an annual credit to a nurse's Flex Time Bank on January 1st of each year. Personal holidays in the Flex Time Bank may be used as flex time (see Section 9 - Time Off Plan)
- Personal holidays' credit will be calculated in the following manner: a nurse whose position consists of one (1) shift length shall be credited with hours equal to that shift length for each personal holiday; and a nurse whose position is a combination of shift lengths shall be credited with hours for each personal holiday equal to an average of the confirmed position (e.g. a combination of eight (8) and twelve (12) hours shifts would equal ten (10) hours of credit.)

(c) **Birthday Holiday (Flex Time Bank):**

- Part-Time nurses who are regularly scheduled four (4) hours per pay period to forty-eight (48) hours per pay period, will be provided with three (3) hours of pay per year. Part time nurses who are regularly scheduled forty-nine (49) hours per pay period to less than eighty (80) hours per pay period, will be provided with five (5) hours pay per year.
- Birthday holiday hours will be added as an annual credit to a nurse's Flex Time Bank on January 1st of each year. Birthday holiday hours in the Flex Time Bank may be used as flex time (see Section 9 - Time Off Plan)

(d) **Sick Leave:**

- (1) **Sick Time Bank and Maximum Accrual:** Nurses will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. So long as a nurse has ninety (90) days of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of ninety (90) days of accumulated and unused sick leave.

Sick leave accrual will be based on the following:

Regularly scheduled nurses averaging 32 hours per pay period or more will be entitled to sick leave with pay for personal illness, not to exceed the

accumulated amount. Nurses may choose one (1) of two (2) accrual rates based on her/his selection of short term disability. The following rates apply:

- a) If Short Term Disability (STD) is not selected during open enrollment, seven (7) days per year will accumulate to the Flex Time Bank and five (5) days will accumulate to the Sick Time Bank on a prorated basis.
- b) If Short Term Disability (STD) is selected during open enrollment, six (6) days per year will accumulate to the Flex Time Bank and two (2) days per year will accumulate to the Sick Time Bank on a prorated basis.

The accrual rates for full-time and regularly scheduled part-time nurses averaging thirty-two (32) hours per pay period or more shall be determined by dividing the annual number of sick hours based on the above schedule by 2,080 hours and shall be as follows:

- a) Seven (7) days (56 hours) - .0269 flex hours accrued for each compensated hour.
- b) Five (5) days (40 hours) - .0192 sick hours accrued for each compensated hour.
- c) Six (6) days (48 hours) - .0231 flex hours accrued for each compensated hour.
- d) Two (2) days (16 hours) - .0077 sick hours accrued for each compensated hour.

(2) **Sick Time Bank Usage:** Sick Time Bank Usage may occur in one (1) of two (2) ways:

- a) Nurses with 120 hours or more of accumulated sick leave may access this bank on the first shift missed of an illness.
- b) Nurses with 119 hours or less of accumulated sick leave must use one (1) day of their Flex Time Bank before accessing their Sick Time Bank. Sick Time Bank may continue to be accessed as long as the illness is continuous. A continuous illness is one in which either:
 - 1) The nurse misses consecutive scheduled days due to the same illness. Once a nurse returns to work, the illness is no longer considered continuous.
 - 2) Or, the nurse needs to miss single days of work because of a serious health condition which requires therapy/therapies. This type of continuous illness would be considered an intermittent leave of absence under the Family and Medical Leave Act.

(3) **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.

- (4) **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 24, Insurance Benefits, (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.
- (5) **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.

10. **ADDITIONAL FLEX TIME ACCRUAL (PREVIOUSLY PPTO):**

Regularly scheduled full-time and part-time nurses with fifteen (15) years through nineteen (19) years of continuous calendar service with the Hospital in the bargaining unit shall accrue additional flex time at the rate of .0115 hours accrued for each compensated hour, excluding off-premise call hours. Regularly scheduled full-time and part-time nurses with twenty (20) years or more of continuous calendar service as defined in this Section, shall accrue additional flex time at the rate of .0192 hours accrued for each compensated hour. As used in this Section, continuous service with the Hospital in the bargaining unit means continuous calendar service including any period of layoff but excluding any period of service in a classification not included in the bargaining unit. Service shall be continuous for nurses who have transferred from another Hospital and credited with seniority earned at the other Hospital pursuant to the Contract provisions or other agreements made at that time. Continuous service for nurses affected by a merger, consolidation, or other restructuring shall be based on the seniority arrangement made or in effect at the time of such event.

11. **CHEMICAL DEPENDENCY:**

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

- (a) **Chemical Dependency Evaluation:** If the Hospital has reasonable cause to believe that a nurse is chemically dependent, or the Hospital had documentation of counseling the nurse regarding previous behavior patterns, the Hospital will refer the nurse to the Hospital Employee Assistance Program. The nurse may, in the

alternative, elect to secure a required evaluation by a professional qualified in chemical dependency of the nurse's choice. A nurse may be placed in a paid leave of absence status for work time lost during a period of investigation, chemical dependency assessment, or in the period during which the results of a drug or alcohol test are pending in instances where it is believed to be in the best interest of patient care for the nurse not to continue in active on-duty status. The foregoing is subject to a maximum of five (5) days of paid leave.

- (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 Hospital and is incorporated into this Agreement as Appendix C. 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 nonbargaining unit Hospital representatives who have received training regarding implementation of the Hospital's Drug and Alcohol Testing Policy, except where only one such person is available. Under normal circumstances, the request for testing will not be attended by Hospital security personnel.

At the time that a request for a drug or alcohol test is made, the Hospital will advise the nurse in writing of her or his rights to the presence of an Association representative, and if the nurse so chooses, will make a prompt, reasonable effort to secure a representative for the nurse, and will document those efforts.

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

- (c) **Treatment:** If, following an assessment or evaluation, it is recommended that the nurse receive treatment for chemical dependency, she or he may use the benefits provided by Section 9, Paid Time Off, 13, Leave of Absence, (a), Personal Illness, Injury and Disability, and 24, Insurance Benefits (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 conditions of the individual nurse's return to work shall be jointly developed by the nurse, Hospital representatives, and unless declined by the nurse, Association representatives. A professional involved in a nurse's treatment program may also participate. An agreement setting forth return to work conditions shall be in writing and shall be retained for protection of the nurse's rights under this Contract. This return to work agreement may include the testing for drugs and alcohol without prior notice for a period of up to a maximum of two years during and following any referral for chemical dependency counseling or treatment.

The Hospital may notify the Minnesota Board of Nursing in instances where the nurse exhibits behaviors suggesting chemical dependency. The Hospital will fully cooperate with any conditions of practice imposed by the Board of Nursing and with requirements for supervision and reporting made by the Board. The Hospital will continue the nurse in leave of absence status during any period in which the nurse's license to practice is under suspension.

- (e) **Discipline:** A nurse shall not be disciplined solely for being chemically dependent nor will a nurse be disciplined solely for refusing a request for which there is not reasonable cause for requesting the test. A nurse may, however, be subject to discipline for action related to the chemical dependency. Any such discipline shall be for just cause as provided in Section 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.
- (f) **Confidentiality:** Any referral and related records and discussions of the Hospital, the Hospital's Employee Assistance Program (including any agency with whom the Hospital contracts for employee assistance) shall be completely confidential and not disclosed without authorization of the nurse. Throughout all steps of the drug or alcohol testing procedure, the right to confidentiality of the nurse will be maintained. Information provided by the nurse at the time a request for testing is made may not be disclosed except as permitted by law, or used for any purpose other than evaluating the propriety of testing for drugs and alcohol and evaluating the testing results. A specially trained physician utilized by the Hospital to evaluate positive test results, whether employed by the Hospital or an outside source, shall only report to the Hospital the physician's determination whether or not the positive test results are explainable for reasons other than drug or alcohol use and, if requested, the level of drugs or alcohol present in the sample. Information upon which the physician bases this determination shall be available only to the physician and the nurse. By written authorization, the nurse may agree to release the information to a specified Association representative.
- (g) **Training for Designated MNA Representatives:** The Hospital shall make the training program it provides to "trained supervisors" or "trained resource persons"

prior to implementation of the Drug and Alcohol Testing Policy available to MNA designated members, or provide a similar training program to MNA designated members. In either event, the training program shall be made available for up to twenty MNA designated members at each Hospital. The training will be provided on work time and at no cost to the nurse.

The Hospital will advise the Association if subsequent training concerning the Hospital's Drug and Alcohol Testing Policy is provided to its "trained supervisors" or "trained resource persons," and the Association may designate up to twenty (20) members per Hospital who did not receive the prior training to attend. The Association will provide to the Hospital the names of its members who have received training provided by the Hospital and who may be contacted by a registered nurse in conjunction with a request for drug or alcohol testing.

Any controversy arising over the interpretation or application of this provision shall be resolved in accordance with the provisions of Section 21, Grievance Procedure.

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

12. **HEALTH PROGRAM:**

- (a) **Employment and Annual Physical:** A physical examination including chest X-ray and Mantoux test, if indicated, will be given a nurse within one (1) week of her or his employment and repeated annually without cost to the nurse. The nurse will be given a report of the examination and a confidential record will be kept by the Hospital.
- (b) **Hepatitis B Vaccinations:** The Hospital will provide, without cost to the nurse, Hepatitis B vaccine to all nurses desiring such vaccine. 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.

In the event a nurse experiences a job-related exposure to Hepatitis B virus (HBV), the Hospital will continue the practice of providing Hepatitis B immune globulin, if appropriate, at no cost to the nurse.

- (c) **Paid Time Off After Exposure to Infectious Agents:** A nurse who has suffered an exposure in the workplace to an infectious agent, and as a result is not permitted to work during an incubation period or other period of time as determined by the Hospital or other agency, shall be kept whole for loss of salary and benefits including pension and seniority. The nurse will not be required to use her or his sick leave during this period of absence from work.

- (d) **Exposure to Blood or Body Fluids:** Following a job-related exposure to blood or body fluids, the Hospital will provide, upon request of and without cost to the affected nurse, screening for AIDS/HIV. Such screening shall be done by a reputable independent laboratory and confidential results shall be provided to the nurse. Results shall not be a part of the nurse's personnel or employee health record.

Results of the HBV and AIDS/HIV testing shall be communicated to the Hospital and shall be maintained by the Hospital in a confidential fashion.

- (e) **Post-Exposure Management:** 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/or HBV status of the source patient is not known, consent and testing shall be accomplished as soon as possible.
 - (3) Testing of the nurse for HIV and HBV antibodies shall be voluntary except as may be required by law. The confidentiality of the exposed nurse will be maintained at all steps throughout the procedure set forth in the policy. All laboratory work will be obtained, tested, and reported in such a manner that the identity of the exposed nurse is protected to the maximum extent. Test results will be communicated promptly to the exposed nurse, and any result will be communicated privately.
 - (4) If the source patient is determined to be HIV and/or HBV 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.
- (4) Vacation and length of service increments will continue to accrue during the first ninety (90) days of this unpaid personal illness leave, including any portion of the ninety (90) days when a nurse on workers' compensation is working in an alternate position having fewer hours than the nurse's previous position.

A nurse on a personal illness, injury or disability leave and receiving workers' compensation may agree to accept a temporary alternate position different from the nurse's previous position. Agreement to such alternate position shall not constitute a forfeiture of the nurse's right to return to her or his previous position or classification as provided in this Section 13 (a).

Except as provided in 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, 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 or Death in the Immediate Family:** A leave of absence without pay will be granted to nurses for critical illness or death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, foster children, foster parents, life partners, and such others as may be agreed upon between the nurse and the Hospital) for the period of up to ninety (90) calendar days. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The Hospital will not permanently fill the nurse's position during the period of leave of absence.
- (c) **Bereavement Leave:** A leave of absence of three (3) days without loss of pay will be granted to nurses in case of death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, foster parents, foster children, life partners, and such others as may be agreed upon between the nurse and the Hospital) for the purpose of attending the funeral/memorial or other service as

appropriate to the culture or religion. 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 invoking this paid bereavement leave language. Such leave shall be the day of the funeral/memorial or other service, the day prior thereto, and the day after, unless different days are agreed to between the nurse and the Hospital. If a question arises concerning the application of this provision, Human Resources will be consulted.

- (d) **Maternity/Paternity:** Leave of absence without pay will be granted to nurses for maternity/paternity for a period of up to one (1) calendar year as follows:
- (1) For a period of up to four (4) calendar months of the leave commencing at or after the date of delivery, or an earlier date if requested by the nurse for a nonmedical reason, including the period of accumulated sick leave, during or at the conclusion of which the nurse will be returned to her or his previous position. In the event a nurse is disabled for a period in excess of four (4) calendar months following delivery, the nurse will retain her or his right to her or his previous position for four (4) calendar months, or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater.
 - (2) For a period of an additional four (4) calendar months, during or at the conclusion of which the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
 - (3) For a period of an additional four (4) calendar months or that period to make a total of twelve (12) months leave during which the Hospital may permanently fill the nurse's position. Upon returning from the leave, the nurse will be given the first opportunity to return to a position and classification for which she or he is qualified, and will be given an opportunity to return to her or his former position if and when the position is open.
 - (4) Vacation and length of service increments will continue to accrue for the first ninety (90) unpaid calendar days of this maternity/paternity leave.

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

This subparagraph (d) shall be fully applicable in instances of adoption.

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

scheduled work hours necessarily lost because of jury service or serving as a witness will be considered as hours worked except for purposes of computing overtime. If a nurse has four (4) or more consecutive weekdays of jury duty during a week, he/she may be relieved of duty at his/her request for one (1) previously scheduled weekend shift, such shift to be agreed upon between the nurse and the Staffing Office. The nurse may use accrued benefit time for this weekend shift. The nurse will notify the Staffing Office as soon as possible of the need for a weekend shift off.

- (f) **Educational Leave of Absence:** A nurse who has been employed by the Hospital for a period of two (2) years or more shall be granted an educational leave of absence totaling up to twenty-four (24) months. Any extension of an educational leave of absence shall be at the discretion of the Hospital. In order to qualify for such leave, the nurse must be a full-time student at a college or university, working toward a degree having reasonable relation to professional employment in nursing or enrolled in a nurse-practitioner program.

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

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

- (h) **Military Leave of Absence:** A nurse who is a member of the military reserve or National Guard shall be granted leaves of absence without pay to enable the nurse to fulfill obligations for one weekend per month plus two weeks per calendar year for temporary military duty. The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments, for this one weekend per month plus two weeks per calendar year of temporary military duty. Earnings lost will be credited toward W2 earnings for pension purposes in accordance with the terms of the Pension Plan. The nurse may be offered the opportunity to, but may not be required to, work extra unscheduled weekend shifts in place of normally scheduled weekend shifts missed because of military duty. A nurse electing to do so will be entitled to the weekend bonus.

In addition, a nurse who serves on active duty and who returns to work within ninety (90) days after discharge from military service will be returned to her or his previous position or to the position of like classification and pay to which the nurse would have been entitled but for the absence due to military duty. The nurse will be credited with hours towards benefits, including seniority and pension, and length of service salary increments for the period of active duty (including the ninety (90) days post discharge) based on the authorized number of hours per payroll period, or the

average number of hours worked per payroll period during the thirteen (13) payroll periods preceding the active duty, whichever is greater. Earnings lost will be credited toward W2 earnings for pension purposes in accordance with the terms of the Pension Plan.

- (i) **Other Leaves of Absence:** Leaves of absence for reasons other than above will be granted to nurses at the discretion of the Hospital and on an individual basis. Such leaves without pay may be granted 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, the nurse will be returned to her/his previous position.
 - (2) For a period of an additional four (4) calendar months, the nurse will be returned to her/his previous position if it is open, or, if not, to her/his previous classification and scheduled number of hours.
 - (3) For a period of an additional four (4) calendar months, 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/he is qualified, and will be given an opportunity to return to her/his former position if and when the position is open.

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.

- (j) **Association Activities:** Leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences and conventions of the Association on a local, district, state or national level. The number of nurses attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Hospital's staffing requirements. For the purpose of attending the Minnesota Nurses Association convention, delegates, and alternate delegates, to this convention will be given priority in the granting of flex time requests. For the purpose of attending the American Nurses Association convention, delegates, as well as alternate delegates whose status is upgraded to delegate, will be considered separately from the vacation requests.

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.

Nurses serving on MNA committees will notify schedulers of all meetings dates/times as soon as such meetings are scheduled. The schedulers will accommodate these meetings in the nurses' base schedules when possible, or in the adjustment phase. The nurses will verify, in the adjustment phase, that scheduling accommodations

have been made. If accommodations have not been made, the nurse shall notify the scheduler.

14. 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. Nonbargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

(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.
- (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, Leave of Absence, subparagraphs (a), (d), (g), (h) and (i) provide are hours worked or hours for which length of service increments accrue.

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

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

- (b) **Voluntary Low Need Days and Leave:** Before resorting to Part (d) of this Section or any layoff procedure, the Hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low need leave of absence without pay for up to ninety (90) calendar days. The Hospital will not permanently fill the nurses' position. In addition, the Hospital may, on a day-to-day basis offer individual low need days to full-time and part-time nurses. A nurse taking low need days pursuant to Parts (b) and (d) of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.

When a clinic is closed on a normal business day, the nurse(s) will choose from the following options:

1. Taking a voluntary low need day (HRLOA)
2. Performing RN work within the clinic if agreed upon by the manager
3. Taking flex time

- (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. Nurses with greater than or equal to 41,600 hours of seniority will not be required to float.

- (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 year, with the year defined as November 1 through October 31. If the least senior part-time nurse on a particular unit and shift has been assigned three (3) low need days, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part (d) of this provision shall not exceed three (3) per year for any regularly scheduled part-time nurse.

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

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

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

1. She/He may request and be granted flex time on an additional non-holiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.
2. She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year.

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

(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.

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, Leave of Absence, (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 or nonbargaining 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.

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

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

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

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, Low Need Days and Layoff, of the Agreement.

The Hospital will not promote or employ new nurses or use casual 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, Low Need Days and Layoff.

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, Low Need Days and Layoff. Employment of a nurse under the provisions of this paragraph (e) shall be with full credit for all length of service credited by the former Hospital employer for purposes of salary, educational increments and vacation eligibility.

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

- (f) **Negotiation on Application of this Section 15:** 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 15 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 21, 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.

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) **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 shifts before such shifts are offered to casual nurses. For nurses working less than sixty-four (64) hours per payroll period, the extra shift(s) shall, with four (4) hours' notice to the nurse, be cancelled prior to the implementation of Section 14, Low Need Days and Layoff, (d) but such cancelled shift shall be counted as one of the three (3) allowable low need days.
- (c) **Posting and Filling of Positions:** If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least five (5) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position and the person to whom to apply.

In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator 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 first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year. Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.

A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly-opened unit will not be subject to the foregoing limitation.

The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted. In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed, and as between

nurses employed by the Hospital, preference shall be given to the nurse most senior 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 an Oral Warning is given, it shall be confirmed in writing, identified as disciplinary action, and a copy shall be given to the nurse. A copy of any Written Warning shall be given to the nurse and the Hospital shall simultaneously send a copy to the Minnesota Nurses Association. Whether or not a Warning is grieved, a nurse has the right to make a written response which will be maintained by the Hospital with any copy of the Warning.

No Assistant Nurse Manager will be directed by the Hospital to do investigations or disciplinary actions.

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

Upon request of the nurse or the Association, all written documents relating to any oral or written disciplinary warning will be removed from the nurse's personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the 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 Nurse Manager 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. The previous sentence notwithstanding, during the first one hundred (100) days of a nurse's employment by the Hospital, the point in a progressive disciplinary process where such nurse is notified in writing of performance issues constitutes the written notice for a possible suspension should this progressive disciplinary process continue. Such written notice must occur at least two (2) weeks prior to the suspension, and any suspension given during this progressive disciplinary process would be for a period of one (1) paid day. 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 month's notice as provided in Section 9, Time Off Plan.

18. **PROMOTIONS, TRANSFERS AND NEW POSITIONS:**

- (a) **Notice of Promotion or Transfer:** The Hospital will give a nurse and Minnesota Nurses Association two (2) weeks' written advance notice of any promotion or transfer out of the bargaining unit. Said written advance notice shall indicate specification of the position from which and to which the nurse will be promoted or transferred. Upon request, the Hospital will promptly provide the Association with the written position description for either such position.
- (b) **New Non-Executive Position:** The Hospital shall give the Association written notice of the establishment of any new non-executive position requiring a registered nurse. Said written notice shall be accompanied by a copy of the position description, whether such description be preliminary or final, and shall be mailed to the Association fourteen (14) days before such position is posted. Said notice will include the Hospital's initial determination as to whether such position will be included in the bargaining unit.

Upon request of either party, the Hospital and Association representatives will meet to discuss and consider the bargaining unit status of the position in question. Considerations will include, but not be limited to, the relationship of the position to existing bargaining and nonbargaining 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 18 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 18.
- (e) **Transfers between Contract and Non-Contract Positions:** When a nurse transfers between Contract and Non-Contract positions at Children's Hospitals and Clinics, any benefit accruals she/he has at the time of transfer are transferred with the nurse into the new position. The benefit accruals must be calculated to fit into whatever system the nurse is transferring, e.g. PTO versus flex time/sick leave.

If a nurse transfers from a Non-Contract position at Children's Hospitals and Clinics into a Contract position, she/he will accrue flex time based on her/his years of service at Children's Hospitals and Clinics. For purposes of Additional Flex Time Accrual (previously PPTO), however, she/he must be in a bargaining unit position for the required number of years (fifteen (15) or twenty (20)) to achieve this benefit.

If a nurse has previously approved vacation time, this time off will be honored upon transfer between positions.

For purposes of a nurse's date of hire, including eligibility for the longevity bonus in the Contracts, the date of hire remains the same.

Nurses transferring into Contract from Non-Contract positions do not bring any bargaining unit seniority with them, unless they have maintained casual status in the Contract while working in the Non-Contract position.

If a nurse has severed employment with Children's Hospitals and Clinics, and then returns to a Contract position, she/he brings no previous date of hire or seniority with her/him into the bargaining unit.

19. **COMMITTEES:**

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.

When the Hospital and the Association determine that a task force or committee needs to be established to address an issue, the estimated number of meetings to be held, length of meeting time, days of the week/time of day the meetings will be held, and task force or committee's level of authority will be identified prior to the Association's selection of nurses

to serve on the task force or committee. Unit Association representative(s) will work in collaboration with the manager to select the nurses. Selection of nurses to serve on Contract Committees as identified below will be governed by Association Local Unit Rules.

Structured dialogue between the manager, unit Association representative(s) and Association chairperson, to discuss unit activities and implications for nursing practice, will occur at least quarterly. A regular review of the ability for nurses on the unit to take their breaks will be included in this dialogue.

(a) LABOR MANAGEMENT GROUP (LMG):

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 Group (hereinafter referred to as the LMG). Its purpose will be 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 Hospital and the Association will agree upon the total number of members which shall constitute the LMG. It will meet regularly as determined by the Committee. Nurses selected to serve on this Committee will be paid for meeting time spent in serving on this Committee.

Issues brought to LMG may include but not be limited to:

- (1) Any issue that could potentially involve disciplinary action toward nurses, i.e. required education, required attire, performance issues, sick time, working the work agreement
- (2) Any change/perceived change in contract benefits
- (3) Any issue involving layoff or recall
- (4) Flex up or flex down plan for changes in census
- (5) Issues of job security
- (6) Issues mandated by the Contract to be discussed by LMG i.e. issues at the unit level that are not resolved by staff and managers (nurses wanting to decrease FTE)

The LMG may work with these issues directly or establish short-term or long-term subcommittees to address them.

(b) SYSTEM LABOR MANAGEMENT COMMITTEE (SLMC):

The charge for the System Labor Management Committee (SLMC) will be to address issues related to working with two (2) Contracts, as well as differing past practices, within the same hospital system.

The Hospital and the Association will agree on the total number of members which shall constitute the SLMC. It will meet regularly as determined by the Committee. Nurses selected to serve on this Committee will be paid for meeting time spent in serving on this Committee.

Issues to be addressed by the Committee could include, but are not limited to, mandatory subjects of bargaining. The Committee will develop a plan to deal with these issues, including a timeline for discussion and implementation of any decisions. The Committee will

develop guidelines for securing ratification and/or endorsement from bargaining unit nurses, as well as endorsement from Administration on actions.

The Committee will evaluate its work compared to other collaborative committees currently in existence, in order to avoid duplication of work by these other groups.

(c) STAFFING ADVISORY COMMITTEE (SAC):

(1) Philosophy—Staffing and Scheduling Practices: The Hospital and the Association are committed toward collaboratively addressing issues surrounding staffing and scheduling practices at the Hospital. While patient care needs drive staffing and scheduling practices, the Hospital and the Association will continually strive to balance the needs and interests of bargaining unit nurses with the broad interests of Children's Health Care as an organization.

Staffing and scheduling practices will be thoroughly evaluated, including their origins as well as impact within the current environment. While the goal will be to adopt staffing and scheduling practices which are consistently applied throughout the Hospital, the effects of any changes in such practices will be considered on an individual unit basis.

(2) Staffing Advisory Committee: The Staffing Advisory Committee (SAC) will be the committee designated to address staffing/scheduling issues and past practices on an on-going basis. This committee will have authority to make decisions relative to these issues, within parameters of the Contract.

The Hospital and the Association will agree upon the total number of members which shall constitute the SAC. It will meet regularly as determined by the Committee. Nurses selected to serve on this Committee will be paid for meeting time spent in serving on this Committee.

(d) NURSING CARE DELIVERY:

(1) Nursing Practice:

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. No disciplinary action shall be taken against a nurse for following the "Authority to Intervene to Restore Patient Safety - Stop the Line" policy.

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

The charge nurse, in collaboration with the nurse manager and/or supervisor, will decide the unit's ability to take admissions, considering census and acuity.

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

When a nurse floats, a reasonable attempt will be made to assign the nurse to an assignment that meets the patient's nursing care needs and is similar to the nurse's clinical

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

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

(2) Nursing Care Delivery Committee: There shall be established in each Hospital a joint committee of labor and management representatives. The Hospital and the Association will agree upon the total number of members which shall constitute this Committee. 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 will be paid for meeting time spent in serving on this Committee.

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

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

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

The provisions of this Section have been established for the discussion and good faith consideration of the subjects included within the scope of this Section. It is the intent and desire of the parties that mutual agreement be reached on these subjects.

If the Committee is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Committee in attempting to find solutions to areas of disagreement. The mediator may be chosen from the Federal Mediation and Conciliation Service or from other sources as the Committee may determine.

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

Nurses appointed by the Association and Hospital representatives will review the following on a unit basis, annually or more frequently if necessary:

1. Staffing patterns and ratios
2. Budgeted census and acuity
3. Comparative benchmark data (i.e., NACHRI, CHCA, CHA)
4. Concern for safe staffing data (patterns of difficult shifts, by day of the week as well as by shift)
5. Gap analysis of staffing targets versus actual

Results and action plans/solutions will be forwarded to the System Labor Management Committee for review. In the event of planned changes to current RN staffing patterns and ratios, proposed changes will be discussed at Care Delivery Committee.

- (c) **Patient Acuity System:** At each Hospital there shall be maintained and used to determine needed nursing staff, a system of patient classification based on demonstrated patient needs and appropriate nursing interventions. Such system shall provide for the assessment of patient care needs by staff nurses on each station unit. In applying such system equal consideration will be given to immediate needs for staffing based on the judgment of the nurse on the station unit. Patient classification system issues to be covered by the Nursing Care Delivery Committee will include determination and modification of the system, inclusion of nurse judgment as criteria, receipt and review of information describing the process of how

the system translates into staffing for nursing care, and a review of the system at least annually.

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.

The Care Delivery Committee will evaluate and address issues surrounding existing and future technology, including present and future impacts on nursing practice, safe patient care and patient confidentiality. Ways of adequately increasing staffing numbers as needed during implementation of new technology will be evaluated. The Committee will also address complexity of care.

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

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

(e) HEALTH AND SAFETY:

(1) **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.

A nurse is allowed to decide if fatigue prevents her/him from delivering safe patient care.

(2) **Report of Injury:** All nurses who are injured during the course of their employment shall file a report no matter how slight the injury, according to Hospital policy. The nurse may submit a copy of the report of injury to the Association.

(3) **Equipment, Environment and Facilities:** The Hospital will make every effort to provide nurses with safe and adequate equipment, working environment and facilities, and a violence free workplace.

(4) **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 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.

(5) **Biological Hazards/Agents**: The Hospital will make available information and educational material regarding any known hazards/agents.

(6) **Nursing Health and Safety Committee (system)**: The Hospital and the Association will agree upon the total number of members which shall constitute the Nursing Health and Safety Committee. It will meet regularly as determined by the Committee. Nurses selected to serve on this Committee will be paid for meeting time spent in serving on this Committee. A nurse executive or human resources executive shall attend the meetings on a monthly basis and serve as executive sponsor of the Committee. The Hospital Safety Officer will also attend the meetings on a monthly basis.

Annually, the Committee will review and clarify its charter, participants, leadership, reporting relationships and outcomes measurements.

The Nursing Health and Safety Committee, with the assistance of a work environment specialist(s) in human factors and ergonomics, will develop and implement a strategic plan to assess and address present ergonomic issues by year-end 2004. Ergonomics will be taken into consideration in all future project planning.

The Committee shall consider and develop recommendations on health and safety matters of particular concern to 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. Monthly, the Committee will be notified of any reports of violence.

(7) **Access to Records**: 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.

(8) **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 nurse.

Employers will encourage 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 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.

20. **ORIENTATION:**

The Hospital and the Association agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred registered nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be

specified in writing and individualized based on the nurse's needs assessment, experience, and unit specific competencies and position requirements. To that end, the following shall apply:

- (1) Length of orientation shall be based on the nurse's experience and specific competencies. Each unit will look at competencies on a novice to expert continuum and incorporate that into individualized orientation plans.
- (2) Whenever feasible, orientation shall be conducted by the same person(s). The Hospital will support and expand preceptor development initiatives through additional classes, role delineation, and front line staff education.
- (3) A nurse shall not assume the preceptor role on a unit until she/he has demonstrated the competencies which have been specified for that role. Assumption of that role is voluntary on the part of the nurse.
- (4) Determination of how an orientee's patient care assignment is counted toward staffing needs of a unit shall be based on the orientee's demonstration of specified competencies. Determination of how the preceptor is counted toward staffing needs shall be based on the orientee's demonstration of specified competencies.
- (5) A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for that charge nurse position.

21. GRIEVANCE PROCEDURE:

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

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

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

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

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

Within 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.

For all purposes of this Section 21, work days shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the Hospital and Association.

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

At any time in the grievance procedure up to the convening of an arbitration panel hearing, the parties may mutually agree to enter into mediation as an alternate means to resolve the controversy. During the mediation process, the time limits in this Section shall be suspended. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation

sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Section. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing may be presented to the arbitration panel.

22. 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 re-opening. 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 21, Grievance Procedure.

23. 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.

24. INSURANCE BENEFITS:

- (a) **Hospitalization Insurance:** The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:
 - (1) Nurses will pay the same amount for monthly premiums as non-Contract employees of the Hospital.
 - (2) Part-time nurses meeting the hours' requirement in Section 6, Part-Time Nurses, (c) 3 of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.

- (3) A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under a pension plan to which a Hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital at which the nurse was last employed, as said program is provided for in Section 24, at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

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

- (4) No change in said insurance program shall diminish overall benefits for nurses.
- (5) The following provisions shall be applicable to the Hospital's existing Health and Hospitalization Plans:
1. **Open Enrollment:** Open enrollment shall be provided on an annual basis for the Hospital's existing plans.
 2. **Appeal Process:** Each plan provided by a Hospital shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.
 3. **Pre-Existing Conditions:** The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.
 4. **Schedule of Coverage:** In accordance with Section 24 (a) (4), no change in the Hospital's insurance program shall diminish overall benefits for nurses.
- (6) Regularly scheduled full and part-time nurses who are participating in the Hospital's health and hospitalization insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6, Part-Time Nurses, (c) (3) or to a casual status, may continue employee and dependent coverage in the group hospitalization and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.
- (7) Copies of each Summary Plan Description shall be furnished promptly to MNA as well as to all eligible nurses. MNA shall be furnished policies, specifications and related information upon request.
- (b) **Long-Term Disability:** The Hospital shall provide and pay the full cost of a long-term disability insurance program for full-time nurses and regularly scheduled part-

time nurses averaging forty-eight (48) compensated hours or more per two (2) week payroll period. The basic provisions of the plan shall include the following:

- (1) Nurses shall receive 65% of covered monthly compensation up to a maximum of \$5,000.00 per month of such compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in Section 4, Salary, 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.
- (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:

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

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

- (c) **Short-Term Disability:** The Hospital shall provide a short-term disability plan to nurses who are regularly scheduled thirty-two (32) hours per pay period or more and who select the Short-term Disability option during the open enrollment period. Nurses may elect to participate in the short term disability plan every two (2) years. Nurses who elect to participate will do so for two (2) years. Nurses who elect not to participate will be unable to participate in the plan for two (2) years. This plan will be a salary continuation plan to which Children's Hospital and Clinics will pay weekly income benefits to covered employees, subject to the terms and conditions of the plan. The weekly income benefit will be paid for each week of continuous total disability, beginning twenty-one (21) days after a nurse becomes totally disabled but not beyond a maximum period through the ninetieth day (90). The weekly income benefit will be 50% of the nurse's basic weekly earnings. An individual nurse may purchase, at her or his own expense, an additional 15% for a maximum weekly income benefit of 65% of basic weekly earnings.
- (d) **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 hour's requirement in Section 6, Part-Time Nurses, (c) 3 of this Agreement. The Plan shall include the following basic provisions:
- (1) The amount of coverage shall be \$50,000.00 for full-time nurses and \$35,000.00 for part-time nurses.
 - (2) Nurses shall be covered by the plan on the first day of the month following the date of employment.
 - (3) Coverage shall continue to age seventy (70).
 - (4) Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the insurance contract and any amendments shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.
 - (5) A nurse who retires and who was a participant in the group term life insurance program at the time of her/his retirement, shall have the opportunity to continue participation in said insurance program, at the group rate, at her /his own expense.
- (e) **Business Travel Life Insurance:** The Hospital will cover registered nurses under a business travel life insurance policy at no cost to the nurse in the minimum amount of \$100,000.00.
- (f) **Dental Insurance:** The Hospital shall provide and pay the full cost of a group term dental insurance program for full-time nurses and regular part-time nurses meeting the hour's requirement in Section 6, Part-Time Nurses, (c) 3 of this Agreement. The plan shall include the following basic provisions:

- (1) The plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type 1 expenses shall be reimbursed at 80% of the reasonable and customary charge with no deductible; Type 2 expenses shall be reimbursed at 80% of the reasonable and customary charge with a \$25.00 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of \$25.00 per year.
 - (2) Nurses shall be covered on the first day of the month following four (4) months of employment with the Hospital.
 - (3) Minnesota Nurses Association will participate on a Hospital-wide committee to review and evaluate dental insurance carriers.
 - (4) The Hospital will make a program providing dependent group dental coverage available, the additional premium for such dependent coverage to be paid by the nurse.
 - (5) Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.
- (g) **Form of Contracts:** The basic form of the long-term disability, life, and dental plans referred to in paragraphs (b), (d), 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.

- (h) **Insurance Premiums during Leaves of Absence:** The Hospital shall continue payment of all insurance premiums in the manner and amount provided in this Section 24 during any leave of absence of thirty (30) days or less.

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

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

During the foregoing periods, the nurse shall remit to the Hospital any portion of the insurance premium normally paid by the nurse when actually at work. After the twelve (12) or eighteen (18) month period specified above, a nurse may continue employee and dependent participation in the group insurance programs provided in this Section 24, at the group rate, at the nurse's expense so long as the nurse continues to be in the employ of the Hospital.

25. PRE-TAX SPENDING ACCOUNT:

The Hospital shall make available or continue to make available to nurses covered by this Contract a program that enables the nurse to elect to use pre-tax income for payment of certain expenses. Such program shall be available in the same manner as is available to all Hospital employees and shall meet the requirements of Sections 125 and 129 of the IRS Tax Code. The nurse may annually or at the time of a change in life situation (birth, marriage, death, divorce, adoption) designate a specified portion of her or his pre-tax income to be reserved to this Program. Allowable expenses include health, dental, and vision insurance premiums paid by the nurse; 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.

26. 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. Both parties agree to exchange relevant information relating to such negotiations.

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, including two (2) locked sleep rooms designated for the Surgical Services area, 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 shall be in the amount certified to the Hospital as correct from time to time by the Association.
- (d) **Payment of Dues or Fees:** Payments described by Paragraphs (f) and (g) shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month's payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.
- (e) **Association Information at Time of Hire:** A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and Minnesota Nurses Association shall be presented by the Hospital to

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

"Notification to Newly Employed Nurse

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

Hospital

By: _____
MINNESOTA NURSES ASSOCIATION

By: _____

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

Signature of Nurse

Date: _____

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

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

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

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

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

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

- (g) **Effective Date:** The provisions of paragraph (f) shall be applicable only to nurses hired on and after July 22, 1974.
- (h) **Termination for Failure to Pay Dues or Fees:** Any nurse who fails to pay the service fee or dues required by the Agreement shall upon written notice of such action from the Association to the Hospital be terminated by the Hospital within fourteen (14) calendar days. The Association will also send a copy of such notice to the nurse. The Association will hold the Hospital harmless from the claims of any nurse so terminated. If a nurse alleges that she or he has been discharged contrary to the provisions of this Paragraph (h), the question shall be regarded as a grievance and submitted to the grievance procedure as set forth in Section 21, Grievance Procedure, of this Contract Agreement.
- (i) **Application and Administration of Association Security:** In the application and administration of this Section 29, the Hospital shall have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a nurse. The Association shall honor such requests and, in cooperation with the Hospital, will seek a harmonious solution to any problem that may arise.

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:

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

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

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

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

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

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

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 34, 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. **DEFINITIONS:**

- (a) **Full-time:** The term "full-time" applies to a nurse working or employed by the Hospital to work eighty (80) hours in a two-week period.
- (b) **Part-time:** The term "part-time" applies to any nurse employed by the Hospital to work, and working less than eighty (80) hours in a two-week payroll period.
 - (1) **Regularly Scheduled Part-Time:** The term "regularly scheduled part-time" applies to any part-time employed by the Hospital to work on a continuing basis, a usual specified number of scheduled hours per payroll period.
 - (2) **Casual:** The term "casual" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed.

36. **TAX SHELTERED ANNUITY (TSA):**

Nurses covered by this contract and regularly scheduled thirty-two (32) hours per pay period or more will be eligible for participation in the hospital Tax Sheltered Annuity (TSA) match program. The Hospital will match 50 cents of every dollar that participating nurses contribute to a TSA up to 4% of the nurse's contribution with a maximum annual match of 2%.

37. **PARKING:**

Nurses will not be charged for the loss of their first (1st) parking card, but will be charged for any subsequent parking card loss. The Hospital shall provide free parking for nurses working straight night shifts.

38. **DURATION AND RENEWAL:**

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2004 through and including May 31, 2007. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to May 31, 2007 or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement.

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

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arletha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

ADDENDUM TO CONTRACT AGREEMENT
between
MINNESOTA NURSES ASSOCIATION
and
CHILDREN'S HEALTH CARE
Amended 2004

In connection with the negotiation for the successor to the 1992-1995 Contract Agreement between Minnesota Nurses Association and Minneapolis Children's Medical Center and Children's Hospital, Inc., the Association and Children's Health Care have agreed to the following related to seniority at the respective campuses:

1. **SENIORITY--DAY TO DAY OPERATIONS:** The definition of seniority accrual, and how seniority is utilized, will be consistent across Children's Health Care system, as well as consistent with Children's Health Care-Minnesota Nurses Association Contracts' language.

The following guidelines will apply to nurses employed at only one (1) Hospital within Children's Health Care:

(a) Two (2) separate seniority lists will be maintained: one (1) for Children's Health Care-Minneapolis and one (1) for Children's Health Care-St. Paul. A system to track hours worked at both Hospitals will be developed. A nurse employed at one (1) Hospital will accrue all hours worked at either Hospital onto the seniority list for her/his home Hospital.

(b) A nurse employed at one (1) Children's Health Care Hospital who successfully bids on a bargaining unit position in the second Children's Health Care Hospital will transfer her/his seniority to the second Hospital.

The following guidelines will apply to nurses employed at both Children's Health Care Hospitals simultaneously:

(a) Nurses can continue to be employed simultaneously at both Hospitals. Hours worked will accrue on the seniority list for the Hospital where the hours were worked.

(b) If a nurse who is simultaneously employed at both Hospitals successfully bids on a position in one (1) Hospital, and terminates employment at the other Hospital, her/his seniority hours will be calculated as follows:

- The highest of her/his number of seniority hours will be identified from the two (2) Hospital seniority lists.
- Any hours accrued at the other Hospital after June 1, 1995, will be added to this highest number.
- The resulting new number will appear on the seniority list for the Hospital at which she/he has taken a position.

(c) If a nurse who is simultaneously employed at both Hospitals successfully bids on a position in one (1) Hospital, and maintains employment at the other Hospital, she/he would remain on the seniority lists for each Hospital. No seniority hours would transfer between the two (2) lists.

Seniority will be considered in all opportunities for nurses, even if such opportunities do not involve open positions.

Clear communication will be made to the bargaining unit nurses and managers concerning any changes being made related to seniority issues. Specific start dates of any implemented options will be identified.

2. **POSTING AND AWARDING OF BARGAINING UNIT POSITIONS:** An open bargaining unit position will be posted within Children's Health Care for seven (7) days. After seven (7) days, the position will be awarded in a manner consistent with Children's Health Care -- Minnesota Nurses Association Contracts' language regarding qualifications and seniority.

The following sequence will be used in filling the position:

- a) The position will be awarded to a bargaining unit nurse currently employed at the Hospital with the open position.
- b) If no such candidate exists, the position will be awarded to a bargaining unit nurse currently employed elsewhere in Children's Health Care.

c) If the position is not able to be filled using steps one (1) and two (2) above, the position will be awarded to an external candidate.

3. **SENIORITY - LAYOFF, CONSOLIDATION, CLOSURE:** Definitions of terms as used in the following provision shall be:

1. Consolidation:
 - two (2) similar units are moved to one (1) Hospital
 - a specialty patient group is moved from two (2) Hospitals to one (1) Hospital
2. Closure:
 - a department/program is eliminated
3. Layoff:
 - an involuntary, mandatory reduction in FTEs
 - reasons for layoff may include:
 - (a) decreased volume
 - (b) reduction of beds
 - (c) change in acuity
 - (d) budget
 - (e) decreased length of stay
4. Reduction of beds:
 - permanent or episodic reduction of staffed beds that would result in reduction (layoff) of nurses
5. System-Wide:
 - affecting a majority of nursing departments in both Hospitals

The Children's Health Care-Minnesota Nurses Association Merger Committee will develop a clearly defined process for the use of seniority during any consolidations, closures, and/or layoffs. This process will be consistent with Children's Health Care-Minnesota Nurses Association Contracts' language, and will include the following points:

1. An individual nurse's seniority will be preserved during transfers between Hospitals due to consolidation, closure, and/or layoff.
2. In the event of a consolidation, closure, and/or layoff at either Hospital, open positions at both Hospitals will be made available to nurses affected by the consolidation, closure, and/or layoff.
3. In the event of a consolidation, seniority lists of the affected units will be merged.
4. While the term "core staffing" will not be used during any consolidation, each manager, with input from nursing staff, will define the skills, and the minimum number of nurses with these skills, required to maintain a station's, unit's, or clinical area's standard for safe, specialized care. The concept of quality care will be maintained.
5. A layoff in a single Hospital will affect only nurses employed at that Hospital.
6. The seniority hours for an individual nurse who is employed simultaneously on two (2) units which are being consolidated will be calculated as follows:
 - The highest of her/his number of seniority hours will be identified from the two (2) unit seniority lists.
 - Any hours accrued at the other Hospital after June 1, 1995, will be added to this higher number.
 - The resulting new number will appear on the seniority list for the Hospital where the consolidation is located.

CHILDREN'S HEALTH CARE

By SIGNED
Alan Goldbloom MD
President & CEO

Date August 26, 2004

MINNESOTA NURSES ASSOCIATION

By SIGNED
Arletha L. Blanks RN
MNA Chair

Date 9-8-04

By SIGNED
Maureen G. Kleckner
MNA Staff Specialist, Labor Relations

Date 9-14-04

APPENDIX A -- DENTAL PLAN SPECIFICATIONS

Employee Only Coverage

I.	Type I Expenses	
	a) Deductible	None
	b) Reimbursement	80%
II.	Type II and III Expenses	
	a) Deductible	\$25 per calendar year
	b) Type II Expenses Reimbursement	80%
	c) Type III Expenses Reimbursement	50%
III.	Calendar Year	
	- Individual Maximum	\$1500.00
IV.	Orthodontia	Included
V.	Service Waiting Period	Four (4) months
VI.	Employee Contribution	None

General Schedule of Dental Services (Reimbursable Expenses)

- A. Type I Expenses (Diagnostic and Preventive)
- * Oral examinations
 - * X-Rays
 - * Prophylaxis (cleaning)
 - * Emergency treatment for pain
 - * Fluoride treatments
 - * Space maintainers
- B. Type II Expenses (Basic Services)
- * Anesthesia
 - * Restorations (Fillings other than gold)
 - * Endodontics (such as pulp capping and root canal therapy)
 - * Periodontics
 - * Maintenance and repair to dentures, fixed bridges
 - * Extractions
- C. Type III Expenses (Major Services)
- * Gold inlay, crowns, etc.
 - * Prosthodontics (Removable and fixed)
 - Complete dentures
 - Partial dentures

APPENDIX B

RECOGNIZED CERTIFICATION PROGRAMS

ACCE-ASPO/Lamaze Certification in Childbirth Education
CARN-National League for Nursing certification for Addictions Nursing
CCRN-American Association of Critical-Care Nurses
 Adult Critical-Care Nursing
 Neonatal Critical-Care Nursing
 Pediatric Critical-Care Nursing
CDE--American Association of Diabetic Educators
CEN -Emergency Nurse Association
CFRN-Emergency Nurse Association Certification in Flight Nursing
CGRN-Society of Gastroenterology Nurses and Associates
CIC--Infection Control
CRNI-Intravenous Nurses Society
IBCLC-International Board of Lactation Consultants Examiners, Inc.
CHN--Nephrology Nursing certification in Hemodialysis
CPDN-Nephrology Nursing certification in Peritoneal dialysis
CNN--American Nephrology Nurses Association
CNRN-American Association of Neuroscience Nurses
OCN--Oncology Nurses Society
CRNO-American Society Ophthalmic Registered Nurses
ONC--National Association Orthopedic Nurses
FAAPM-American Academy of Pain Management
CNOR--Association Operating Room Nurses
CPSN-American Society of Plastic and Reconstructive Surgical Nurses
CPAN-American Society of Post Anesthesia Nurses
CRRN-Association of Rehabilitation Nurses
CURN-American Board of Urologic Allied Health Professionals
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
Lactation Counselor
Healing Touch
Holistic Nursing

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

CRNA-Council on Certification of Nurse Anesthetists

CNM--Association of Certified Nurse Midwives

CPN AND CPNP--Certification Board of Pediatric Nurse Practitioners and Nurses

RNC--National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties

Women's Health Care Nurse Practitioner

Neonatal Nurse Practitioner

C--American Nurses Association

Pediatric Nurse Practitioner

Gerontological Nurse Practitioner

Clinical Specialist in Gerontological Nursing

Clinical Specialist in Medical-Surgical Nursing

Clinical Specialist in Adult Psychiatric Mental Health Nursing

Clinical Specialist in Child & Adolescent Psychiatric and MH Nursing

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

APPENDIX C -- DRUG AND ALCOHOL TESTING POLICY

DRUG AND ALCOHOL TESTING POLICY FOR REGISTERED NURSES

Purpose: Children's Hospitals and Clinics 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. Children's Hospitals and Clinics has therefore adopted this Drug and Alcohol Testing Policy for Registered Nurses.

Policy: Children's Hospitals and Clinics 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 Children's Hospitals and Clinics 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 are 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.

Procedure

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 Children's Hospitals and Clinics and its subsidiaries, except those employees subject to mandatory drug testing by federal law or regulation. Except as to the sale and transfer of alcohol and/or illegal drugs, this policy does not apply to a registered nurse while on Hospital premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

Grounds for Testing: Testing will be requested or required only under the circumstances described below. No test will be sought for the purpose of harassing a registered nurse. All tests are conducted by a laboratory certified in accordance with state law. No test will be conducted by a testing laboratory owned or operated by Children's Hospitals and Clinics. The laboratory will notify the Hospital only of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

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:

- is under the influence of alcohol and/or illegal drugs
- has violated the policy statement above,
- has caused himself/herself or another employee to sustain a personal injury
- has caused a work related accident, or
- has operated or helped operate machinery, equipment, or vehicles involved in a work related accident.

Treatment Program: A registered nurse may be requested or required to undergo drug and/or alcohol testing if the registered nurse has been referred by Children's Hospitals and Clinics 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 employee 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 Testing and the Effect Thereof: Any registered nurse has the right to refuse to undergo drug and/or alcohol testing. A registered nurse who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action in conformity with the current Contract Agreement. If a registered nurse refuses to undergo drug and/or alcohol testing, no test will be administered.

Rights in Case of a Positive Result: 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:

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.

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 (3) 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 proceedings 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 I
HEALTH AND SAFETY
1995**

- (a) Health and Safety standards will be established taking into consideration workplace assessments set forth in the Action Plan related to this issue. Data and resources from NIOSH, Occupational Health Organizations, and recognized standards and guidelines identified by the parties may be considered. Over the first year of the Contract, both parties will work aggressively to mutually identify and prioritize areas based on relevant data which the parties have collected, analyzed, and evaluated. Over the second year of this Contract and based on the data, appropriate standards and engineering controls will be mutually developed and implementation begun in a concerted and mutual desire to reduce workplace injury and illness.
- (b) The Hospital and the Association have identified shared interests that relate to maintaining an injured, ill or disabled nurse's ability to continue meaningful productive work in a professional role which accommodates the nurse's disability and/or restriction(s). To that end, the parties further agree to the following:
1. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse's right to Minnesota Nurses Association representation. If the nurse rejects representation it will be documented in writing and signed by the nurse. A copy of said document will be provided to Minnesota Nurses Association before any scheduled meeting. If representation is rejected, the Hospital will, nonetheless, review options for accommodation with the Minnesota Nurses Association in order to facilitate mutual problem solving and consistency prior to a decision in all situations.
 2. The Association will be provided with all relevant information requested related to the accommodation of the Registered Nurse. Medical information will be released subject to written authorization of the nurse. Consistent with their status as employer and bargaining representative, respectively, the Hospital and the Minnesota Nurses Association will respect any confidential information being considered or disclosed.
 3. Nurses will be accommodated on an individual basis, with a focus on the nurse's ability, rather than disability.
 4. In evaluating the ability to accommodate a disability and/or restriction(s), the Hospital will not rule out increasing the number of staff scheduled on a unit as a method of achieving accommodation.
 5. As part of these discussions and upon request of the Hospital, Minnesota Nurses Association will waive the posting requirements of Section 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. A nurse who has not been, or in the future may not be, accommodated in a bargaining unit position, retains bargaining unit seniority for all purposes for as long as the nurse is accommodated outside the bargaining unit. The nurse shall be given preference in returning to any new or existing open bargaining unit position within four (4) years where the nurse is qualified and can be accommodated.

7. The parties agree to use the processes set forth in Section 19, Twin City Contract and Section 20 of the Mercy Contract, Promotions, Transfers and New Positions, relating to the inclusion of new or existing positions into the bargaining unit for any and all new or existing positions where nurses currently or previously in the bargaining unit have been transferred.

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

Signed this _____ day of _____, 1995.

HOSPITAL

MINNESOTA NURSES ASSOCIATION

By SIGNED _____

By SIGNED _____

**LETTER OF UNDERSTANDING II
CARE MANAGEMENT
June 2001**

During the course of bargaining of the Children's Hospitals and Clinics contracts, the parties reached several agreements regarding Care Management which are not reflected in contract language. This letter is to set forth the terms and conditions of employment within these agreements.

Definition: Care Management Specialist

Registered professional nurses who are employed as "care management specialists" work in collaboration with the physician and health care team to manage the movement of children and their families through the continuum of care, beginning before and continuing after hospitalization. They provide a continuous thread linking health care providers, payers, children and their families.

1. The following policy including addendum, which was negotiated during the term of the 1995-1998 Contract, is in effect, as revised, for the 2001-2004 Contract.
2. The following are additional agreements which were agreed to during the 1998 and 2001 negotiations:

a) **On-Call Pay**

When on-call is implemented for care management specialists, the mediation subgroup plus the Director of Care Management will discuss any changes in on-call that need to be made.

b) **Accessing Sick Bank**

If a care management specialist has 192 hours or more in her/his sick bank, she/he may bypass their PTO bank to access their sick bank for an illness.

If a care management specialist has 191 hours or less in her/his sick bank, he/she must use one (1) day of PTO before accessing her/his sick bank for an illness.

c) **Education**

Care Management Specialists, including those currently enrolled in Masters degree programs, will no longer be required to attain a Masters degree. Those currently enrolled in a Masters degree program as of June 1, 2001, who wish to continue such program, will be eligible to receive tuition reimbursement to a maximum of \$2700 per year, with 75% reimbursement. This enhanced tuition reimbursement will return to the contractually provided amount of \$2000 at the end of the nurse's participation in said Masters program.

Those Care Management Specialists who, as of June 1, 2001, have completed or are enrolled in the Concordia Masters program will be eligible to receive the Masters differential for this degree upon completion of the program.

The opportunity for a flexible schedule to leave work to attend a class, which is only offered during work hours, will be afforded to all Care Management Specialists.

Care Management Specialists, enrolled in a master's program, will receive one-half (1/2) of their reimbursable amount of tuition before a class begins and the remaining amount after satisfactory completion of the class.

CHILDREN'S HOSPITALS AND CLINICS

By SIGNED
Brock Nelson
Chief Executive Officer

MINNESOTA NURSES ASSOCIATION

By SIGNED
Kristen Schneider, RN, Chairperson
Hospital Committee of Nurses

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING III
WEEKEND OBLIGATIONS
2004**

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

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

1. Apply the unique weekend scheduling options currently in use in St. Paul for nurses in Minneapolis.
2. Nurses who have been granted shift of choice, day shift, eight hour shifts would not be required to work more than every third weekend.
3. Nurses with 41,600 hours or more of seniority would not be required to work weekends.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED _____
Alan Goldbloom MD
President & CEO

By SIGNED _____
Arltha L. Blanks RN
MNA Chair

By SIGNED _____
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING IV
PLANNING BEFORE IMPLEMENTATION
May 2001**

Prior to implementation of new equipment, procedures, or patient care services, the Hospital will develop a plan for dealing with the following:

1. staff education
2. staffing
3. unit patient load
4. efficient use of staff
5. back-up resources

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Brock Nelson
Chief Executive Officer

By SIGNED
Kristen Schneider, RN, Chairperson
Hospital Committee of Nurses

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING V
ACCESS STEERING COMMITTEE
May 2001**

The Children's Hospitals and Clinics Access Steering Committee shall include one Association nurse from each Hospital. This Committee will commence meeting no later than August 1, 2001.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Brock Nelson
Chief Executive Officer

By SIGNED
Kristen Schneider, RN, Chairperson
Hospital Committee of Nurses

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING VI
SMOKE-FREE WORKPLACE POLICY
2004**

Children's Hospitals and Clinics (Children's) hereby agrees that MNA nurses are not required to confront other employees and/or visitors who may be smoking in what Children's considers to be violation of the Smoke-Free Workplace Policy. No disciplinary action will be taken against MNA nurses who do not confront other employees and/or visitors who may be violating the Smoke-Free Workplace Policy. Children's agrees to provide copies of this Letter of Understanding and the Smoke-Free Workplace Policy to each MNA nurse via mail. Additionally, each newly hired MNA nurse will receive copies of the policy and Letter of Understanding in the general orientation information provided to each new nurse.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By **SIGNED**
Alan Goldbloom MD
President & CEO

By **SIGNED**
Arlatha L. Blanks RN
MNA Chair

By **SIGNED**
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING VII
PERKINS LOANS
2004**

For the purposes of the Perkins loan program, it is the intent of Children's Hospitals and Clinics to define the term "full-time" to include nurses working or employed at a 0.8 FTE or above. This is only for the purposes of the Perkins loan debt forgiveness program.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arletha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING VIII
CLINICAL EDUCATORS
2004**

The Hospital and the Association reaffirm their agreement on the role and responsibilities of the Clinical Educator (CE) as revised in 2000 which describes the role and responsibilities as follows:

A. Role Model/Professionalism

1. Acts as a resource person during clinical experience by: sharing knowledge; identifying and explaining principles of practice (e.g. primary nursing class, peds classes, neonatal classes, advanced preceptor classes, resource to orientee, resource for equipment related training)
2. Assists in understanding professional responsibility
3. Encourages highest level of achievement
4. Participates in Clinical Educator meetings
5. Participates in task force/committees as needed (e.g., NPS structure, clinical standards, competency validation, computer, new equipment)
6. Develops and maintains education for mandatory requirements and unit competencies in collaboration with the APRN, Education Services, and/or the Patient Care Manager
7. Participates in activities and education to promote development of teaching skills (e.g., preceptor workshop)
8. Participates in classroom teaching
9. Provides and facilitates outreach education

B. Implementation and Management

1. Facilitates integration of orientees into staff by introductions and fostering principles of team work
2. Meets with orienting staff to individually assess learning needs and develops with orientee an overall competency-based orientation plan. When developing/revising system orientation documents, Education Services will collaborate with the Clinical Educator group
3. Assists in applying didactic content to clinical experiences
4. Teaches based on current policy and procedure guidelines and integrates policies into practice (clinical standards hospital wide, etc.)
5. Ensures selection of appropriate experiences and assignments to meet the objectives of the day
6. Arranges work assignments with other caregivers to provide multi-disciplinary learning experiences (e.g. follow RCP for neb treatment)
7. Provides guidance throughout education process
8. Initiates and presents unit-based orientation
9. Participates in curriculum/ continuing education development and revision in collaboration with the APRN, Education Services, and/or the Patient Care Manager
10. Utilizes varied teaching strategies based on topic and individual/group need
11. Facilitates development of staff nurses in their roles as preceptors
12. Teaches classes for RNs, CSAs, students, EMTs, paramedic students, residents (e.g., central orientation)

13. Develops/maintains self learning packets in collaboration with the APRN, Education Services, and/or the Patient Care Manager
14. Promotes and facilitates student experiences
15. Develops and assists in continued staff development, ongoing competency and skill development (e.g., advanced preceptor class, charge nurse class, primary nurse class, and vent class) in collaboration with the APRN, Education Services, and/or the Patient Care Manager

C. Assessment

1. Assists with identification of learning needs and objectives for orientee
2. Coordinates orientees learning experiences with team of preceptors
3. Clarifies orientation expectations with staff and orientee
4. Communicates learning needs of orientee to unit leadership
5. Evaluates and revises content of unit orientation in collaboration with the APRN and/or the Patient Care Manager
6. Ensures the completion of documentation during orientation
7. Maintains ongoing assessment and communication of educational needs of staff

D. Evaluation

1. Provides timely oral and written feedback in a positive and constructive way regarding clinical performance and educational needs
2. Maintains confidentiality
3. Facilitates final conference after completion of orientation
4. Participates in conflict management regarding areas of concern

E. Communication

1. Encourages open lines of communication
2. Shares information on orientee's progress with orientee, preceptors' unit leadership, and clinical educators in a timely manner.
3. Communicates educational needs to unit-based leadership team and/or the nursing education coordinator

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

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

1. The Hospital will orient, assess, and develop the teaching skills of all current and new CEs, and will develop and maintain a standardized orientation to the role.
2. An annual education plan for CEs will be developed and implemented by care community, with the process being lead by the patient care director.
3. Each CE will have identified clerical support.

4. Up to 50% office time will be reflected in the CE base schedule.
5. In recognition of the contribution of the role, the CE will not have to float.
6. In collaboration with the patient care manager, the CE will have the ability to adjust her/his schedule to meet the needs of the role.
7. In collaboration with the patient care manager, the CE will have a flexible weekend commitment.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arletha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING IX
FLOATING AND PER DIEM NURSE PILOT
2004**

FLOATING

1. Pilot project for eighteen to twenty-four months, with oversight by Task Force similar to Scheduling Task Force. Task Force will have ability to tweak project during duration.
2. Task Force to evaluate and recommend continuation of project. MNA bargaining units to vote as a system on continuation of project.
3. Each nurse will choose one of the following at the start of the pilot:
 - a. not to float
 - b. to float in house only
 - c. to float out of house only
 - d. to float in and out of house
4. During pilot, any nurse who wishes to change her/his election in any way will discuss the change(s) with her/his manager. Should the nurse and the manager be unable to reach agreement on the change(s), the nurse may bring the proposed change(s) to the Task Force.
5. In house floating:
 - a. Nurse to choose minimum of one unit
6. Out of house floating:
 - a. Nurse to choose minimum of one unit within her/his service line unless has previous experience in a different service line
 - b. Service lines:
 - i. Med/surg; 5th, 6th, 7th, 3200, 4100
 - ii. Hemeonc: 8th, 4200
 - iii. PICUs
 - iv. NICUs, ICC, SCN
 - v. EDs
 - vi. Surgical Services (ORs, PACUs)
 - vii. SSUs
 - viii. Radiology Departments and Special Diagnostics
 - ix. 7940
 - x. Float Teams
 - c. Float Team nurses can choose minimum of one unit. Must have skills to function in that unit(s).
 - d. 7940 nurses can choose minimum of one unit. Must have skills to function in that unit(s).
 - e. A nurse would float for the entire length of her/his scheduled shift.
7. Seniority, benefits and pension will accrue in the nurse's home Hospital bargaining unit for all hours worked.
8. A nurse's holiday obligations will be in her/his home Hospital.
9. The Hospital is committed to providing any nurse who is floating on a shift as much notice as possible prior to that shift, with a minimum of two hours' notice. Nurses with travel time issues when going to the other campus will review such needs with their managers for accommodation.
10. Order of pre-schedule and post-schedule extra shifts:
 - a. In-house regularly scheduled straight time

- b. In-house casual straight time
- c. Cross campus regularly scheduled straight time (will need to provide access to opposite campus shift sign-up process)
- d. Cross campus casual straight time (will need to provide access to opposite campus shift sign-up process)
- e. Per diem
- f. In-house regularly scheduled overtime
- g. In-house casual overtime
- h. Cross campus regularly scheduled overtime
- i. Cross campus casual overtime

11. Daily staffing:

- a. Float available nurses who have elected to float in house and/or out of house
- b. Offer HRLOAs as per campus SAC policy
- c. Cancel per diems
- d. Cancel casuals
- e. Nurses who have chosen the option not to float will be given "LOAs in lieu of floating" if unit(s) still overstaffed. Will accrue seniority, benefits and pension. Will have option of using flex time. This will be clearly stated on nurse's float option election form.
- f. Mandatory LOAs

12. Maintenance of competency:

- a. Nurse will identify scheduling needs related to competency at beginning of pilot, e.g. "x" number of shifts per "y" period of time
- b. Scheduler and manager will work with nurse to meet needs within the parameters of # 10
- c. Initial orientation needs will also be identified and an individualized plan developed to meet them

13. Floating pilot economics:

- Initial **sign-on** bonus for:
 - in-house only floating = \$125
 - cross-campus only floating = \$250
 - in-house **and** cross-campus floating = \$375
- **Ongoing** floating differential:
 - in-house = \$1.00/hr for each hour floated
 - cross-campus = \$5.00/hr for each hour floated
- Nurses on the float teams will each receive \$125 annually and will be eligible for cross-campus sign-on bonus and the ongoing cross campus differential.

PER DIEM PROGRAM

1.) This program will be a part of the "Floating Pilot," and evaluated as part of that.

2.) Per diem staff are ineligible for all benefits including but not limited to: vacation, sick time, and personal floating holidays and all insurance coverage including medical, dental, long term disability, and life insurance. Worked hours will be reported for pension and seniority purposes. Seniority may be exercised only following transfer to a regularly scheduled position.

3.) No shift differential or weekend premiums will be paid. No weekend or extra shift bonuses or premiums will be paid.

- 4.) Per diem positions are open to staff who make a minimum work commitment of six (6) shifts per four (4) week schedule. This commitment is to include two (2) weekend shifts and a minimum of one (1) shift per four (4) week schedule to be worked on each campus. The weekend is defined as 3:00 pm Friday until 7:30 am Monday. Additional hours may be worked on any shift when hours are available according to order of shift preference guidelines. A per diem nurse is not assured that availability of work on a regular continuing basis. Before mandatory low need days are assigned to regularly scheduled staff and casual staff, per diem staff will be cancelled.
- 5.) In the event that per diem positions are eliminated after the pilot, a nurse who previously held a regularly scheduled or casual position shall retain the option of returning to his/her previously held position.
- 6.) One holiday shift is required per year (not to include Christmas and Good Friday). Hours worked on the holiday will be paid at the rate of time and one half for the applicable shift.
- 7.) The nurse will be scheduled eight-hour shifts unless the nurse agrees, on a shift-by-shift basis, to work a shift of other than eight hours. Overtime will only be paid on hours in excess of forty (40) hours in a workweek, not on hours over eight (8) in a day or beyond his/her scheduled workday. Hours in excess of forty (40) will be paid at a time and one-half (1 1/2x) rate. Double time (2x) will not be applicable.
- 8.) Per diem staff are required to sign up for open shifts during staff adjustment phase.
- 9.) Per diem staff are to be scheduled by the Hospital only.
- 10.) Per diem rates will begin after any necessary clinical orientation has been completed. A minimum of one (1) year current experience with relevant (service line) experience is required for a per diem position. Orientation to a minimum of one (1) service line is required.
- 11.) Staff will be accepted into per diem positions as a new hire or as a transfer from regularly scheduled positions or casual status.
- 12.) Per diem staff may, with manager approval, elect not to accept hours for one (1) four (4) week period per year, not to occur between Memorial Day and Labor Day. Per diem staff are eligible to request leaves of absence pursuant to Sections 11 (St. Paul)/13 (Minneapolis).
- 13.) Failure to work the required open shifts for more than one (1) four (4) week schedule in any twelve (12) month period, except as outlined above, will result in termination of employment. Shifts scheduled on the final hours count toward this obligation.
- 14.) The parties mutually agree to maintain the per diem pool at a small percentage of the current nurse work force.
- 15.) Per diem nurses will be paid as follows:
 - \$39.00 per hour for the day shift
 - \$41.00 per hour for the evening shift
 - \$42.00 per hour for the night shift

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arltha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**LETTER OF UNDERSTANDING X
EDUCATION FOR EXPANDED ROLES
2004**

Management supports expanded roles and believes ongoing training and education is essential to maintaining competence and further developing skills and professional practice. The Hospital will provide a defined initial orientation and will consistently support, as needed, ongoing education and competency development to assure safe care and best nursing practice for expanded roles (e.g. ECMO, hemofiltration, suture nurses, etc.).

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arletha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

**CARE MANAGEMENT SPECIALIST
Mediation Addendum
Amended 2001**

I. PURPOSE: To outline the contract topics which were not completed at the initial mediation.

These topics include: (see attached contract comparisons:

Chemical Dependency	-Section 12 Minneapolis; 35 St. Paul
Health Program	-Section 13 Minneapolis; 11 St. Paul
Leave of Absence	-Section 14 Minneapolis; 12 St. Paul
Layoff	-Section 15 Minneapolis; 13 St. Paul
Parking	-only a St. Paul issue Section 36

To clarify rules when Care Management Specialists are picking up shifts on an inpatient unit.

To clarify when applying for staff nurse position.

II. RESOLUTION OF TOPICS - nurses hired from the St. Paul bargaining unit will use the St. Paul language and nurses hired from the Minneapolis bargaining unit will use the Minneapolis language.

- A. Chemical Dependency - applicable for all Care Management Specialists.
- B. Health Program - applicable for all Care Management Specialists.
- C. Leave of Absence - applicable for all Care Management Specialists. Clarification:
 - 1. When a Care Management Specialist no longer has a position held due to the length of an LOA but is returning to work and still has access to any open position, they have equal access to staff nurse positions and are considered regularly scheduled when using seniority to bid on a position.
 - 2. If a Care Management Specialist converts to casual, she/he will be casual for the Care management Specialist position as well as a casual (if qualified) staff nurse in other areas of the hospital.
- D. Layoff - applicable language for all care management specialists.
 - 1. Care Management is considered two units - one in Minneapolis and one in St. Paul.
 - 2. All reductions will be made accordingly per contract based on care management being a separate unit.
- E. Parking - applicable for all St. Paul Care Management Specialists.
- F. Picking up shifts.
 - 1. If a nurse picks up a shift the hours are added to the timecard and overtime will be paid based on an 8/80 hour work week unless the Care Management Specialist is on a 40 hour work week.
 - 2. Care Management Specialist hourly salary applies.
 - 3. Nurse shift differential weekend differential or on-call pay applies.
 - 4. Care Management Specialists are equally eligible with casuals to pick up shifts.
- G. Applying for a staff nurse position.
 - 1. May use their regularly scheduled status and hours.

MEDIATION POLICY
between
Minnesota Nurses Association (MNA)
and
Children's Health Care
Amended 2001

I. BACKGROUND

As Children's Health Care pursues reengineering of the movement of children and their families through the continuum of care at Children's, a new position has been developed currently entitled care management specialist (CMS). This position was presented to the combined care delivery committee (CCDC) from both campuses. Because consensus regarding the two issues outlined below (see II). PURPOSE) could not be reached within the committee structure, the mediation provision as outlined in the Minnesota Nurses Association (MNA) contract was initiated. The interest based mediation process was facilitated by Federal Mediation and Conciliation Services. Labor and management were equally represented from the membership of the combined care delivery committee.

II. PURPOSE

To outline the mediation agreement between MNA and Children's Health Care in regard to the following questions concerning the care management role entitled "care management specialist"

- A. What are the required qualifications for candidates who wish to apply for a care management specialist position?
- B. If care management specialist is filled by a nurse, is the position covered by the MNA contract?

III. QUALIFICATIONS: MEDIATION RESULTS

- A. Effective June 1, 2001, the Care Management Specialist job prospectively will be filled by a Registered Nurse.
- B. When considering what qualifications will be included for each specific care management specialist, the following guidelines will be considered.
 - 1. Candidate must have a strong "backbone," good conflict resolution skills, and credibility with stakeholders
 - 2. Candidate have the skills/knowledge/experience and interpersonal skills to work with all disciplines
 - 3. Candidate have the ability to communicate with insurance companies so that collection efforts are successful
 - 4. BS/BA in nursing will always be included in qualifications for care management specialist
- C. Future responsibilities of the care delivery committee as outlined in the contract will be to review and assess qualifications of future care management specialists within the care management system. Per contract, once the care delivery committee assesses and reviews care delivery specialists qualification for a population, program leadership will be the final decision maker.

D. Responsibilities for care management specialist

1. Coordinate assessment, planning, implementation, and evaluation of entire care management needs or assign patient/family population
2. Collaborates with health care team including the primary nurse and/or physician
3. Monitors the process of care management which is the care and utilization of services. Does not monitor the caregiver.

Any proposed changes in the role/responsibilities of the Care Management Specialist will include a review of an appropriate number of staff to perform the duties of the role.

E. Miscellaneous

1. All care management specialists must continue to develop knowledge (formal education, inservice, literature) base surrounding clinical, psycho/social, financial issues regarding their specific population/s being served.

IV. CONTRACT VS. NON-CONTRACT; MEDIATION RESULTS

A. All nurses hired to fill the care management specialist position will be covered by the MNA contract. The following work rules will apply for all care management specialists and regardless of discipline will reflect, as much as possible, non-shift work. Some of these rules may differ from the current contract rules for staff nurses. Future rules beyond those listed below may be established and implemented by the care management team (care management manager, care management specialist, care management information coordinator); if a care management specialist nurse wishes, she/he may request a review of the rule by the MNA.

1. Selection of people to fill care management specialist positions will be made by the manager based only on qualifications as determined by the manager. A standardized interview will be used for all candidates.
2. Effective June 1, 2001, Care Management Specialists will be on an 8/80 hour work week, unless requesting to continue /be placed on the 40-hour work week previously in place.
3. Care Management Specialists will receive all differentials and benefits as they are received by staff nurses provided by Section 4, Salary, of the Contract Agreement.
4. Care management specialist positions and staff nurse positions are different and will not affect each other as per the following situations:
 - a. If patient care areas are experiencing a need to reduce staff in a daily mandatory LOA situation or longer term layoff situation, care management specialists would not be canceled, laid off or bumped out of their care management specialist position
 - b. Care management specialist will not be pulled to do staff nurse work.
 - c. In order to keep up clinical skills a care management specialist nurse may choose to "pick up hours" as a staff nurse on a particular unit but will maintain the care management specialist work rules including salary, etc. and will always be canceled before a regularly scheduled or casual staff nurse.
 - d. If a care management specialist nurse picks up hours as a staff nurse hours worked will be floated to the cost center in which she/he worked.
5. Responsibilities of the care management team (care management manager, care management specialist, care management information coordinator)

- a. The whole care management team will determine the program needs related to scheduling coverage and flexibility including on-call hours, weekends and off-shift coverage.
 - b. The care management team is accountable for program performance regarding cost, quality of service, and quality of work life.
 - c. If a care management specialist nurse wishes to stay clinically competent by picking up hours as a staff nurse, the work group will decide whether picking up hours elsewhere will interfere with the needs of the care management team and the care management specialist position.
 - d. Hospital management is responsible for managing performance problems through a progressive discipline process.
 - e. Care management specialist positions will remain intact as .8, .9 or 1.0 as defined by program needs; however, if a care management specialist works consistently above or below their work agreement the FTE status could be re-negotiated.
6. Seniority issues
- a. Hours worked as care management specialist will accrue as seniority hours within the contract.
 - b. Shift of choice does not apply to care management specialist.
 - c. The 10/15 year holiday rule does not apply for the care management specialist
 - d. *One-fourth of the off-premise on-call hours will be recorded and counted toward seniority even though not paid the actual on-call hours.*
7. Education/certification
- a. Education money for care management specialist will support the developing skill and knowledge required to successfully implement the new care management structure.
 - b. Certification bonus will be paid at the contract rate.
 - c. If a nurse who accepts a care management specialist position is already receiving a certification bonus that bonus will continue until the specific certification expires.
 - d. If one certification expires before qualifying for the care management certification (CMC) then the nurse may renew the current certification and be paid accordingly until qualified for CMC.
8. Salary and benefits
- a. As of June 1, 2001, Salary structure will be the same as the MNA contract structure for staff nurses.
 - b. If it becomes necessary for a care management specialist to come in when on-call, the regular salary will be paid from the time work is started at the hospital until the time of departure from the hospital.
 - c. The current non-contract PTO system will apply for all care management specialists. (See attached.)
 - d. Fringe benefits will be consistent with the contract
- B. All non-nurses hired to fill care management specialist positions prior to June 1, 2001, will not be covered by the MNA contract but will have the same work rules as other care management specialists who are nurses. Effective June 1, 2001, the Care Management Specialist job prospectively will be filled by a Registered Nurse.

V. EVALUATION

- A. The care delivery committee sub-group that mediated/negotiated this agreement will evaluate this program six (6) months after it begins. This evaluation will focus on the following areas:
 - 1. Total number of hours worked
 - 2. Number of calls after hours and on weekends
 - 3. Number of times care management specialist is called in when on-call

- B. The current contract will be audited for agreements not specifically identified in the mediation. The care delivery committee subgroup will then evaluate the need to address those issues.

ORIGIN: 11/96 UPDATED 2001

Approved by combined care delivery committee _____ 11/96
Date

Approved by management _____ 11/96
Date

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By _____ SIGNED _____
Brock Nelson
Chief Executive Officer

By _____ SIGNED _____
Kristen Schneider, RN, Chairperson
Hospital Committee of Nurses

By _____ SIGNED _____
Maureen G. Kleckner
Staff Specialist, Labor Relations

CHILDREN'S HEALTH CARE

A summary of benefits for MNA Care Managers Updated 2004

PTO (Paid Time off) - This is a combination of vacation, holiday, and sick time. The amount of paid time off (PTO) you earn each year is determined by your vacation schedule and the number of hours you work.

full-time vacation schedule	PTO hours accrued per pay period	PTO days accrued annually	maximum accrual
three week	9.23	30 (240 hours)	60 days (480 hours)
four week	10.77	35 (280 hours)	70 days (560 hours)
five week	12.30	40 (320 hours)	70 days (560 hours)

Your PTO hours are available for you to use as you earn them; total PTO hours available, and taken, are printed on each paycheck stub. Each time you use sick leave, take off on a holiday or go on vacation, you may use PTO hours to be paid for the time you take off. If you terminate your employment at Children's, you will receive pay for PTO days you have accrued (up to your maximum) provided you give proper notice. Must work 40 hours per pay period or more to be eligible for this benefit (pro-rated for part-time).

When an employee has accumulated the maximum PTO hours she/he will accumulate no further PTO. When PTO hours are used, the employee will again begin to accrue PTO hours at the rate specified until the maximum is again reached.

All full-time employees must use a minimum of 120 accrued PTO on an annual basis within one year of their anniversary date (pro-rated for part-time).

Care Managers are also eligible to accrue additional PTO pursuant to Section 10, Additional Flex Time Accrual (Previously PPTO).

Holidays - Holidays that may be observed by departments and/or employees are designated below:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day
- Employee's birthday
- Personal floating holiday

Each department will determine whether or not to observe each holiday by remaining open or closed. Employees are required to adhere to these administrative decisions and plan accordingly. If your department remains open, you will receive regular pay for hours worked. You may enhance

this to double pay by applying PTO hours in addition to your regular pay. Also, if your department is closed, you may apply PTO hours to receive pay for that time off.

Health coverage - You may choose from three plans: Children's Premier, Children's Choice, and HealthPartners Health Plan. A current cost sheet is available in the human resources department. Dependent coverage is also available. Effective first of the month following date of hire provided you enroll within the first 30 days of employment. Must work 32 hours per pay period or more to be eligible for this benefit.

Dental coverage - There is no cost to you for individual coverage. Two plans to choose from — Dental Premier and Dental w/ortho. Family coverage is available for a monthly cost. Two year lock-in plan chosen. Effective first of the month following a four-month waiting period provided you enroll within the first 30 days of employment. Must work 32 hours per pay period or more to be eligible for this benefit.

Life insurance - Group term life insurance as follows:

<u>Minneapolis</u>	<u>St. Paul</u>
\$50,000 for full-time nurses	\$50,000 for 10-year nurses
\$35,000 for part-time nurses	\$40,000 for non-10-year nurses

Effective first of the month following date of hire. Must work 32 hours per pay period or more to be eligible for this hospital-paid benefit.

Optional term life insurance - Optional insurance to cover you, your spouse and/or your family. Cost varies with amount of insurance, salary, and age. Effective first of month following enrollment date. Must work 32 hours per pay period or more to be eligible for this benefit.

Short-term disability - 50% of gross monthly salary after 30 days of disability up to day 90 of disability. You must work 40 hours per pay period or more to be eligible for this hospital-paid benefit.

Long-term disability - 65 percent of gross monthly salary up to \$5,000 per month to age 70. Benefit is continued at a reduced rate thereafter until retirement. Coordinated with Social Security and Worker's Compensation payments. Effective first of the month following date of hire. Must work 48 hours per pay period or more to be eligible for this hospital-paid benefit. The benefit begins on the 91st day of disability.

Optional AD&D insurance - Optional accidental death and dismemberment insurance to cover you or your family in case of accidental death or dismemberment. Cost varies with amount of insurance. Effective first of month following enrollment date. Must work 32 hours per pay period or more to be eligible for this benefit.

Employee Assistant Program - Dor and Associates provides a confidential help line and counseling to employees and their families (332-4805 or 1-800-367-3271). This program is a resource provided by Children's to all employees and there is no cost to you for initial counseling.

Flexible spending accounts - Two accounts are available which allow you to pay for eligible health care and dependent care expenses on a before-tax basis. The maximum contribution which

can be made to a health care account is \$2,400.00 per year; the maximum contribution which can be made to a dependent care account is \$5,000 per year. You must work 32 hours per pay period or more to be eligible for this benefit.

Malpractice insurance - Children's provides liability insurance up to \$1,000 per occurrence with an annual maximum of up to \$3,000,000. In addition, the medical center carries an umbrella policy of \$10,000,000.

Pension plan - A non-contributory, employer provided plan. All years worked at Children's count as year toward the vesting requirement. All employees working 1,000 hours per year or more are participants in this qualified pension plan.

Tax-deferred programs - You may contribute to a tax-deferred program an amount up to 20 percent of gross income not to exceed \$9,500 per year. Some exceptions may apply. These plans allow for long-term financial planning and allow you to reduce your annual state and federal income tax. Children's offers annuities and mutual funds through a variety of sources.

Worker's Compensation - You will be covered by Worker's Compensation for any injury incurred while working at Children's. This benefit includes compensation for lost wages, treatment expenses, rehabilitation services, and health benefits for dependents. To participate in Worker's Compensation you must report all injuries at onset. The total amount of Worker's Compensation is determined by your current salary, level of disability, social security payments, and the amount of long-term disability insurance. (Benefit amounts are determined by state and federal legislation.) Currently pay 2/3 of gross monthly salary, after three-day waiting period. For absences due to injury longer than 20 days, the waiting period would be waived.

Continuing education - 75% of books and tuition not to exceed \$2,000 in a calendar year. Must be regularly scheduled to be eligible for this hospital-paid benefit.

Bereavement leave - You will receive a paid leave of absence of up to three days in cause of a death in the immediate family.

Jury duty - If you are called to serve on jury duty, the medical center will pay the difference between the jury duty pay and the regular pay you would have received had you worked during that period. All benefits will continue to accrue during this period.

For specific care management specialist work rules, please see the mediation policy between the Minnesota Nurses Association and Children's Health care located in the nursing resource manual/gray book under the care delivery committee section.

This information is only a summary. Upon employment, detailed plan descriptions are supplied. The plan description will control in the event of any inconsistency between this summary and the plan description.

December 18, 1996 (vac)

PENSION PLAN NOTE:

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

The Pension Plan is funded by the Hospitals without nurse contributions. The instruments for the Plan are kept for your inspection at each Participating Hospital and at the Minnesota Nurses Association office. A summary plan description will be available for every nurse as soon as it is completed.

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

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

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

WILSON MCSHANE
(The Plan Administrator)
2850 Metro Drive, Suite 404 Bloomington, MN 55425
952.854.0795

MINNESOTA NURSES ASSOCIATION
1625 Energy Park Drive, Suite 200
St. Paul, Minnesota 55108
651-646-4807 / 1-800-536-4662

YOUR HOSPITAL PERSONNEL OFFICE

2004 - 2007

ACTION PLANS

CHILDREN'S HOSPITALS AND CLINICS

MINNEAPOLIS

Minnesota Nurses Association

1625 Energy Park Drive, Suite 200

St. Paul, Minnesota 55108

651-646-4807 / 1-800-536-4662

FAX: 651-647-5301

email address: mnnurses@mnnurses.org / WEB: mnnurses.org

ACTION PLANS

During the 2004 negotiations, the parties reaffirmed the following 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. Action Plans may have a time schedule and are usually adaptable to the individual Hospital and Minnesota Nurses Association Labor Management process. Although these Action Plans are not subject to the grievance and arbitration provisions of the Contract Agreement, the Hospital remains committed to following through on them.

The following are the agreed Action Plans to be worked on during the term of the 2004 - 2007 Contract Agreement:

SECURITY ACCESS CONTROL TASK FORCE

The Security Access Control Task Force, as lead by the Children's Safety Officer, will include Association bargaining unit members. The Task Force will address as a part of its agenda metal detectors, secure entrances, and identification issues. The Task Force's objective will be to review, audit and create a proposal for Hospital leadership around these issues by year-end 2004.

MENTORSHIP PROGRAM FOR NURSES NEWLY TRANSFERRING INTO A UNIT

A formalized mentorship program for nurses newly transferring into a unit will be established. This program will include the following:

1. The newly transferred nurse will identify a mentor after completion of her/his orientation to the unit.
2. The mentor will have regular check-ins with the nurse.
3. In addition to regular check-ins, the nurse, mentor and clinical educator will meet on a quarterly basis for the first year following orientation.
4. Unit nurses agreeing to function as mentors will receive education specific to that role.

The goals of this program will include provision of a supportive environment for purposes of socialization and learning.

CONFORMATION OF CONTRACT LANGUAGE

During the 2004 Contract negotiations, the parties agreed that, while it was premature to combine the Minneapolis and St Paul Contracts, there was benefit to reviewing the Contracts for similarities.

A Task Force of 2004 negotiating committee members will review the Contract language during the Contract term. Where possible the Contract language will be conformed. There will be no changes of a substantive nature.

The parties recognize the significance and importance of the actions set forth herein. All signatories commit their respective institutions to a good faith and timely implementation of these actions.

CHILDREN'S HOSPITALS AND CLINICS

MINNESOTA NURSES ASSOCIATION

By SIGNED
Alan Goldbloom MD
President & CEO

By SIGNED
Arlatha L. Blanks RN
MNA Chair

By SIGNED
Maureen G. Kleckner
Staff Specialist, Labor Relations

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