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2004 - 2007

CONTRACT AGREEMENT

between

FAIRVIEW HEALTH CARE SERVICES

on behalf of

FAIRVIEW SOUTHDAL HOSPITAL

and

FAIRVIEW UNIVERSITY MEDICAL CENTER - RIVERSIDE CAMPUS

and

MINNESOTA NURSES ASSOCIATION

June 1, 2004 -

may 31, 2007

102 pages

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FOREWORD

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

You will note that the following Agreement contains provisions for leave of absence, tuition and fee reimbursement, and increased salary recognition for educational credits in nursing-related subjects beyond the basic nursing programs. These incentives are intended to encourage you to continue your professional interest and education in nursing.

Your attention is directed to the Section relating to Association Security. This generally provides that nurses hired after July 22, 1974, must elect to either join the Minnesota Nurses Association or pay a service fee as a condition of continuing employment. A system for voluntary payroll deduction of such dues and fees is also provided.

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

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

**MINNESOTA NURSES ASSOCIATION
FAIRVIEW UNIVERSITY MEDICAL CENTER - RIVERSIDE CAMPUS
FAIRVIEW SOUTHDAL E HOSPITAL**

DEFINITIONS

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

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

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

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

THIS AGREEMENT is made and entered into by and between Fairview Health Care Services on behalf of Fairview Southdale Hospital and Fairview University Medical Center - Riverside Campus and the Minnesota Nurses Association.

1. RECOGNITION:

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

2. EDUCATIONAL DEVELOPMENT:

It is the mutual purpose of the Minnesota Nurses Association and the Hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. To this end, salary increments for educational advancement are provided for in Section 4, Paragraph (C) of this Agreement. Provision has also been made in Section 13 for appropriate leaves of absence for educational purposes.

A. Tuition Reimbursement:

The Hospital shall pay the nurse minimum reimbursement in the amount of 100% of tuition and required fees and books up to \$3000 per year for degrees in nursing or, alternatively, seventy-five percent (75%) of tuition and required fees and books up to

two thousand dollars (\$2000.00) per year for educational course work at an accredited institution under the following circumstances:

1. The Vice President of Patient Care Services or designee must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.
2. The nurse must sign a certificate that she or he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. If a nurse fails to continue or return to work for at least one (1) year, the repayment shall be prorated based on the amount of time the nurse continues to work for the Hospital. Nurses who have 20,800 seniority hours or more at the time of termination shall not be required to make any repayment. At the time of layoff, a nurse will continue to be eligible for reimbursement as provided in this Section for courses previously approved and shall not be required to repay the Hospital any reimbursement which would otherwise be required to be repaid.
3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the nurse shall repay the Hospital any reimbursement she or he has been paid hereunder to the extent that she or he does not continue to or make herself or himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.

B. Schedule Accommodations:

A nurse making satisfactory progress toward completion of a nursing or related degree may temporarily reduce hours in a manner that is mutually agreed upon 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 upon between the nurse and the Hospital to facilitate the nurse completing the degree.

C. Workshops, Courses, and Other Educational Programs:

A nurse may use each year up to \$500.00 of the amount provided in this Section, reimbursed at a rate of 100%, up to the maximum, for workshops, courses, professional nursing membership fees, provided those fees give access to continuing education, 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 C), or
3. Related to complementary therapies that may enhance the nurse's skills, or
4. Related to the nurse's clinical area of practice. Pre-approval of the workshop or educational program will not be required.

D. Paid Workshop Days:

1. Full-time nurses shall receive three (3) paid education days per calendar year.
2. Part-time nurses who are authorized to work 32-79 hours per payroll period may use the \$500 maximum for workshops, courses, and other types of educational programs for paid time for attendance at such programs. Time will be reimbursed at the straight time rate and will be allowed for time above the nurse's authorized hours.
3. Full-time nurses employed on the Riverside Campus prior to October 1, 1996, shall continue to receive \$500 maximum workshop reimbursement paid at the rate of 100% and three (3) paid workshop days.

Part-time nurses employed on the Riverside Campus prior to October 1, 1996, shall continue to receive \$500 maximum workshop reimbursement paid at the rate of 75% and paid workshop days as follows:

32-47 hours per pay period	1 paid day
48-72 hours per pay period	2 paid days
73-79 hours per pay period	3 paid days

4. Documentation of attendance at the workshop, course, or educational program will be required.
5. Nurses shall be eligible to receive paid education days as outlined above for home study programs. Reimbursement will be paid at one (1) hour of pay per one (1) CEU.
6. Workshop pay for nurses who are regularly scheduled to work 10- or 12-hour shifts shall be equal to 10 or 12 hours respectively if the workshop takes place on a day that the nurse would have been scheduled to work a 10- or 12-hour shift.

E. 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.

Required learning will be in a structured environment that may include such things as four- or eight-hour competency days, dedicated staff meeting times, presentations, skill labs, or structured time to complete a learning packet. Nurses working permanent relief or night shifts will continue to receive that respective shift differential for required learning and mandatory meeting hours.

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.

F. **Casual Part-Time Nurses:**

In order to provide additional staff during peak vacation periods, an educational incentive will be offered to casual part-time nurses. A casual part-time nurse who agrees to be pre-scheduled and actually works at least twelve (12) shifts during the months of June, July, and August, including two (2) shifts on weekends, is eligible for a \$200.00 per year education benefit as provided in this section. Scheduled shifts that are canceled by the Hospital shall count toward the 12 required shifts. A shift is a scheduled shift irrespective of the number of hours scheduled or worked. Nurses on complete layoff are eligible to participate in the incentive unless the nurse holds an authorized hour position at any Fairview facility. Nurses will have until December 31 of the following year to use the education benefit.

A casual part-time nurse who agrees to be pre-scheduled and actually works at least six (6) shifts, including two (2) shifts on weekends, during the period between Thanksgiving week and New Year's week is eligible for a \$100.00 per year education benefit as provided in the preceding paragraph.

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 workday will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two- (2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1½) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1½) times her or his regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. A worked double shift shall be paid as sixteen (16) hours. Overtime payments shall not be duplicated. Paid sick leave, holiday, and vacation hours shall be considered as hours of work for overtime purposes.

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

No nurse shall be disciplined for refusal to work overtime.

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 (½) hour, and if a nurse does not receive this meal break, she or he will be paid for the additional one-half (½) hour on duty time as provided in Section 3, "Hours." If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid meal break.

C. Scheduling:

The general pattern of scheduling will be as follows:

1. Nurses will have two (2) consecutive days off and alternate weekends (3:00 p.m. on Friday to 7:00 a.m. on Monday) off. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) workweeks.
2. Nurses normally shall not be required to work more than days and evenings or days and nights.
3. Normally there shall be at least twelve (12) hours between assigned shifts (days, evenings, or nights) except on days prior to scheduled days off.
4. Nurses working a schedule of rotating shifts normally shall not be scheduled to work the evening shift prior to a scheduled weekend off. No nurse shall be scheduled to work the night shift immediately preceding a weekend off.
5. Nurses shall not be scheduled to work more than seven (7) consecutive days without the nurse's consent.
6. Consideration will be given to part-time nurses who request to work on their birthday. The Hospital is under no obligation to change the scheduling or block to accommodate this request nor will the Hospital necessarily change the

Registered Nurse's pattern or block to avoid allowing the nurse to work the birthday holiday.

7. Normally, a nurse who is not scheduled to work on a holiday will be scheduled off on the night shift preceding and off on the night shift of the holiday.

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

D. Bonus for Extra Weekend Shifts:

1. **Unscheduled Weekend Shifts:**

Full-time and regularly scheduled part-time nurses who work more weekend shifts than their regularly-scheduled number of weekend shifts shall be paid an additional one hundred dollars (\$100) for each full eight- (8) hour non-scheduled weekend shift. Fifty dollars (\$50) shall be paid for partial shifts of four (4) and five (5) hours and seventy-five dollars (\$75) for partial shifts of six (6) and seven (7) hours. Nurses working more than eight (8) hours shall be paid additional amounts as provided in the preceding sentence.

2. **Scheduled Weekend Shifts:**

In addition, a nurse scheduled by the Hospital to work more than one (1) Friday evening or night shift per two-week pay period or more than two (2) Friday evening or night shifts per four (4) weeks shall earn the weekend bonus for those additional Friday evening or night shifts except for: (a) a nurse who elects to work a schedule calling for more Friday evening or night shifts, or (b) a nurse who works more as a result of shift of choice, or (c) a nurse who elects to work an alternative weekend schedule, or (d) a nurse who works more Friday evening or night shifts as part of her or his work agreement.

The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours.

E. Split Shifts:

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

F. Shifts Less Than Eight Hours:

A nurse shall not be required to work a shift of less than eight (8) hours unless her or his assigned unit or service is in operation less than twenty-four (24) hours a day. Assigned shifts of less than eight (8) hours may be utilized on such units if a nurse voluntarily agrees to such shifts or, in the absence of volunteers, no reasonable alternative exists to provide needed nursing care. If no nurse agrees to a shift of less

than eight (8) hours and no reasonable alternative exists, the short shift on such a unit will be assigned to the least senior nurse on the unit or service. Agreement by a nurse with the Hospital to work shifts of less than eight (8) hours shall be made and revoked in a manner consistent with Section 3 (H) (1).

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

G. Unscheduled Shift:

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

H. Flexible Work Schedules:

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

1. A nurse shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The nurse may limit her or his agreement to specific types of flexible schedules. The Hospital shall retain written documentation that a nurse has agreed to a flexible work schedule and of the type of flexible schedule to which the nurse has agreed. A nurse electing to work schedules under this Section may revoke such election by giving the Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours. Provided, however, that in no event shall more than six (6) weeks notice of revocation be required.
2. The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3 (A). Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double time.
3. Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.
4. Sick leave shall be accrued at a rate proportionate to that specified in Section 10 for registered nurses who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

Vacation shall accrue at the rate proportionate to that specified in Section 9 for registered nurses not working a flexible schedule and shall be granted in a

manner to provide a registered nurse an equal amount of calendar time off as provided in Section 9.

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

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

5. There shall be no discrimination by the Hospital against any nurse because she or he declines to volunteer for flexible work schedules or because she or he revokes a prior election in the manner herein provided. In establishing a flexible schedule, the Hospital will avoid any disruptive impact or alterations in scheduling of hours, shifts, holidays, vacation, or weekends for a nurse who is not on a flexible schedule, it being the intention of this Section that flexible schedules are to be a supplement to and not a replacement for the basic 80 and 8 patterns.

I. Alternative Weekend Schedules:

The Hospital may establish flexible scheduling plans providing work schedules of only two twelve- (12) hour shifts every weekend or three non-consecutive eight- (8) hour shifts every weekend. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for available Alternative Weekend Schedules. Plans established under this Section 3 (I) shall be subject to the following conditions:

1. Unless otherwise expressly modified by this subsection (I), the provisions of Section 3 (H), "Flexible Work Schedules," shall be fully applicable to the Alternative Weekend Schedules.
2. Alternative twelve- (12) hour weekend schedules developed under this program shall be within a consecutive forty-eight (48) hour period from 3:00 p.m. Friday to 7:00 a.m. Monday. Alternative eight- (8) hour weekend schedules shall be three non-consecutive shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday.
3. A nurse electing this program will be scheduled to work two twelve- (12) hour shifts on consecutive days or three non-consecutive eight- (8) hour shifts 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 shifts or three non-consecutive eight- (8) hour shifts on an Alternative Weekend Schedule shall be credited with thirty-six (36) hours per weekend.
5. For purposes of Section 14 (D), a nurse on an Alternative Weekend Schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in

accordance with Section 14 (B), will be given one and one-half (1½) hours credit toward benefits for all hours lost.

6. Vacation and sick leave used shall be paid and deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive eighteen (18) hours of pay for each twelve- (12) hour weekend shift taken as vacation or sick leave or twelve (12) hours of pay for each eight- (8) hour weekend shift taken as vacation or sick leave.
7. A nurse electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.
8. Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.
9. Section 3 (D) relating to Weekend Bonus, Section 4 (M) relating to the Weekend Premium, and Section 4 (K) relating to Shift Differential shall not apply to the two (2) twelve- (12) hour shifts or the three eight- (8) 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 workweek for nurses on the Alternative Weekend Program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked under this Alternative Weekend Program. Further, a nurse working in excess of her or his scheduled workday shall be paid time and one-half (1½) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double (2) time.
11. Nurses on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve- (12) hour shifts on weekends under this program or other schedules, including twelve- (12) hour shifts on a weekend developed in accordance with Section 3 (H) above.
12. A nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 3 (H). The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program.

The Hospital shall likewise give a nurse notice of equal length in the event the Alternative Weekend Program were discontinued. If the Program is discontinued at the conclusion of a pilot or trial period of specified length not to exceed six (6) months, the nurse shall be returned to the position she or he held prior to the pilot period. If Alternative Weekend Schedules are otherwise discontinued, the nurse, in a manner consistent with Section 15 (B), shall be offered vacant or new registered nurse positions within the Hospital which have an equal number of

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

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

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. Longevity Bonus:

A bonus based on calendar years of registered nurse bargaining unit service at Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus shall be paid to nurses with authorized hours of thirty-two (32) or more per pay period. Such bonus will be prorated for part-time nurses based on the nurse's authorized hours for the prior six (6) months and paid annually in the first December pay period.

1. Each December 1, all nurses with fifteen (15) through nineteen (19) continuous years of service in a bargaining unit position will receive a bonus payment equal to ten dollars (\$10) times the nurse's number of continuous calendar years of service in the bargaining unit times the nurse's FTE.
2. Each December 1, all nurses with twenty (20) calendar years or more of continuous service in a bargaining unit position shall receive the following annual bonus. The bonus shall be prorated based on the nurse's authorized hours for the prior six (6) months.

Twenty (20) through twenty-four (24) calendar years of service	\$1500
Twenty-five (25) through twenty-nine (29) calendar years of service	\$2000
Thirty (30) through thirty-four (34) calendar years of service	\$2500
Thirty-five (35) through thirty-nine (39) calendar years of service	\$3000
Forty (40) or more calendar years of service	\$3500

Service for NICU, Mental Health, and Rehabilitation nurses who became Riverside nurses in 1997 when their clinical service was transferred to Riverside

shall be credited with service from the most recent date of employment at the University Campus.

C. Educational Increments:

A nurse will receive an additional twenty dollar (\$20.00) monthly increment, as indicated on the 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 dollar (\$20.00) monthly increment, as indicated on the 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.

Workshops and/or institutes may be substituted for one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) credit, providing an acceptable written report is made to the Vice President of Patient Care Services or designee. One-half ($\frac{1}{2}$) of the credits required for each of these educational increments must be earned in college work.

Workshops or institutes attended prior to March 1, 1949, will not be recognized for credit for the three- (3) year increment referred to above; and workshops or institutes attended prior to June 1, 1958, will not be recognized for credit for the six- (6) year increment referred to above.

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

D. Recognition of Prior Experience:

Upon the employment by the Hospital of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4 of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital.

A nurse who transfers to a bargaining unit position in Fairview University Medical Center – Riverside Campus or Fairview Southdale Hospital from another Fairview position shall be given credit towards salary placement, vacation accrual rate, and satisfaction of waiting periods for eligibility for coverage under insurance programs covered by the contract for all service since the most recent date of employment as a registered nurse with Fairview. Such nurse shall retain unused vacation and sick leave earned at the

previous Fairview employer. Seniority, as defined in Section 14, shall begin to accrue as of the most recent date of employment in the bargaining unit at Fairview University Medical Center – Riverside Campus or Fairview Southdale Hospital.

E. 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 is employed at Fairview University Medical Center - Riverside Campus or Fairview Southdale Hospital shall maintain earned sick leave and vacation benefits. In addition, such employees shall commence receiving vacation as a registered nurse based upon their benefit-eligible experience with Fairview. 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, as defined in Section 14, shall begin to accrue as of the date the employee commences employment as a registered nurse.

F. Confirmation of Work Agreement:

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

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

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

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

- overtime to cover vacations and holidays
- overtime to cover projects and committee work
- overtime and replacement time to cover sick leave, acuity, and census use of casuals and temporary agency nurses
- consistent use of additional hours beyond the work agreement on a pre-scheduled basis
- consistent variance between budgeted FTEs and actual FTEs

The increases or decreases shall be addressed at the unit level between the nurse and the nurse's manager. If they are unable to agree, the issue may be brought to a mutually agreeable labor-management group such as the 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.

In determining whether a nurse has not met a work agreement, the Hospital shall consider all paid hours or unpaid benefit hours of LOAs provided by the Contract as hours worked.

G. Relieving a Nurse Manager:

When a staff nurse performs the duties of a nurse manager, she or he shall receive the rate of pay of an assistant head nurse (at the same increment level that the staff nurse is presently receiving) for any shift of work consisting of at least eight (8) hours of work. No staff nurse acting in such function will be directed by the Hospital to hire, fire, do disciplinary action, or conduct performance evaluations.

H. Charge Differential:

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

A charge nurse will not be responsible for charge nurse duties on more than one unit at a time except in unanticipated circumstances.

I. 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 the Minnesota Nurses Association in any instance in which an ill, injured, or disabled nurse is offered temporary or permanent alternate employment at a lower rate of pay than the nurse received in her or his original position.

J. 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.

K. Shift Differential:

Nurses rotating between the day and evening shifts shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for each hour worked on the evening shift.

Nurses rotating between the day and night shifts shall be paid a shift differential of two dollars (\$2.00) per hour for each hour worked on the night shift.

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

Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift or on a schedule of rotating evening/night shifts shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour.

Nurses hired to work permanent evening or night shifts will continue to receive that respective shift differential for required orientation that occurs on the day shift.

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, other paid leaves provided in Section 13, and hospital-required learning and mandatory meeting hours.

L. 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 (2½) 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. This provision also applies to nurses working permanent night alternative weekend schedules.

M. Weekend Premium:

A nurse shall receive premium pay at the rate of one dollar and ten cents (\$1.10) per hour for each hour worked between 3:00 p.m. Friday and 7:00 a.m. Monday.

N. Reporting Pay:

A nurse who reports to work for a scheduled shift shall be paid for not less than four (4) hours of pay as provided by Sections 3 and 4 of this Contract Agreement.

O. 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. A nurse may elect to use the \$500 provided in Section 2(C) to pay the costs of obtaining re-certification.

Annually on December 1 of each year, the Hospital shall pay a bonus of three hundred sixty dollars (\$360.00) to any regularly scheduled nurse who currently holds certification

by examination from a recognized and reputable national nursing specialty organization as identified in Appendix C. To receive this bonus, the nurse shall, prior to December 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. The Hospital shall pay the certification bonus for a maximum of two certifications.

P. Masters Degree:

The parties have agreed to recognize the following masters degrees for salary purposes: Nursing, Nursing Education, Psychology, Social Work, and Public Health. The Hospital will review and may recognize other degrees.

Q. Preceptor Pay:

A nurse recognized by the Hospital to be acting in an authorized preceptor capacity on any shift of work for at least four (4) hours shall be paid an additional two dollars (\$2.00) per hour. The Preceptor Program shall be discussed at the Nursing Care Delivery Committee.

R. Post-Baccalaureate Certificate:

Nurses who have successfully completed a post-baccalaureate certificate accelerated nursing program that meets the program requirements set by the Minnesota Board of Nursing shall be paid at the baccalaureate level.

S. Transport Premium:

A neonatal intensive care registered nurse who has responsibility for nursing care of infants during transport to FUMC-Riverside shall receive a payment of thirty dollars (\$30.00) for each transport of four (4) hours or less and of sixty dollars (\$60.00) for each transport of more than four (4) hours.

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.

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 shall be paid at an hourly rate of one hundred ten percent (110%) of the state or federal minimum wage, whichever is higher. Effective June 1, 2005, the hourly rate shall become seven dollars (\$7.00) per hour or the higher of the state or federal minimum wage, whichever is greater for off-premises on-call duty. 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 (1½) 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 on-call duty shall be paid at a rate of six dollars (\$6.00) per hour or the higher of the federal or state minimum wage, whichever is greater. Effective June 1, 2005, nurses who are required to remain on Hospital premises during on-call duty shall be paid at the rate of seven dollars and seventy-five cents (\$7.75) per hour or the higher of the federal or state minimum wage, whichever is greater. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call hours shall be paid at the rate of one and one-half (1½) times the on-call rate, to the extent that the total hours worked by a nurse during a two- (2) week period, including on-call hours, exceeds eighty (80). If the nurse is called to work during this time, she or he will be paid as provided in Sections 3 and 4.

C. Holiday On-Call Pay:

Nurses on-call, either on- or off-premise, on any of the holidays listed in Section 8 shall receive an additional 50 cents (50¢) per hour above the applicable on-call rate.

Nurses on-call, either on- or off-premise, on any of the holidays listed in Section 8 shall receive an additional one dollar (\$1.00) per hour above the applicable on-call rate, effective June 1, 2005.

6. PART-TIME NURSES:

A. Part-Time Salary and Increments:

Part-time nurses will be paid at the hourly rate shown on the attached salary charts. They will enjoy the same prorated relief and night shift payments as those for full-time nurses.

B. Part-Time Holidays:

Part-time nurses will be eligible for the following holidays: New Year's Day, Good Friday or Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and the nurse's birthday. For purposes of this Section 6 and also Section 8, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 24 through 11:00 p.m. on December 25; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 31 through 11:00 p.m. on January 1. A part-time nurse shall receive holiday pay for time worked on either Good Friday or Easter, but not both. A regularly scheduled part-time nurse, as defined in Section 40 of this Agreement, shall be provided with one (1) personal floating holiday each Contract year at a time mutually agreed upon between each individual nurse and the Hospital.

A nurse who works on Christmas Day, as defined above, shall receive double time for all hours worked on the holiday; and a nurse who works on New Year's Day, as defined above, shall receive time and one-half pay for all hours worked on New Year's Day. A nurse who works on any of the other holidays specified in this Agreement will be paid the regular rate of pay for the hours worked. In addition, nurses working on a holiday will receive one hour of straight-time pay for each hour worked on the holiday.

A nurse who has an authorized hours appointment of 64-79 hours and either twenty-five (25) calendar years of service or 35,000 hours of seniority will not be required to work holidays.

A nurse with an authorized hours appointment of thirty-two (32) to sixty-three (63) hours per pay period and either 25 calendar years of service or 35,000 hours of seniority will not be required to work holidays so long as the remaining nurses on the unit do not have to work more than fifty percent (50%) of the holidays.

Effective June 1, 2006, a regularly scheduled part-time nurse shall be provided with two (2) personal floating holidays each contract year. Effective June 1, 2005, and annually thereafter, any personal floating holiday from the previous contract year that has not been used will be converted to vacation.

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 evening and night duty with the full-time staff.

1. Salary increments as described in attached Salary Charts on the basis of credit for one (1) year's service for each two thousand eighty (2080) compensated hours.
2. Part-Time Vacation:

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

3. Part-Time Sick Leave:

Regularly scheduled part-time nurses as described in part (C) of this Section 6 who have averaged thirty-two (32) compensated hours or more per two- (2) week payroll period will be entitled to sick leave with pay for personal illness. Sick leave will be earned and accumulated in the same manner as provided for full-time nurses in Section 10 of this Agreement, prorated on the basis of one (1) sick leave day earned for each 173.3 compensated hours up to the maximum accumulation. The Hospital may request reasonable evidence of such illness. Sick leave will be granted for absences from work only on a day scheduled as a workday.

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 (2080) compensated hours.

E. Casual Part-Time:

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

In order to maintain casual part-time status, casual nurses are required to work a minimum of ninety-six (96) hours per contract year (June to May). Up to 16 of those hours may be used for required education. Any low-need or shift cancelled by the Hospital counts toward the annual minimum. The ninety-six (96) hour requirement shall be prorated for employees starting casual status mid-year and the obligation will be waived for the year of a nurse's retirement. The minimum requirement shall be prorated in the case of an authorized leave of absence. Shifts worked for another nurse count toward the minimum requirement.

If a nurse transfers to a casual part-time nurse status, she or he shall accrue no additional vacation or sick leave benefits. Such benefits or credited time toward these

benefits shall be maintained on the nurse's record and restored to the nurse at such time as she or he transfers back to full-time or regularly scheduled part-time status. Casual part-time nurses shall receive salary increments as described in the attached Salary Charts on the basis of one (1) year's service for each two thousand eighty (2080) compensated hours.

A casual part-time nurse shall receive a fifty dollar (\$50) bonus for each holiday the nurse agrees to work in excess of four (4) in a calendar year.

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

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

In addition, compensated hours shall include hours which Section 13, "Leave of Absence," Subparagraphs (A), (D), (E), (G), and (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 (F), 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, 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. The impact on availability of eight- (8) hour shift of choice assignments will be considered when twelve- (12) hour shifts are implemented on a unit. Implementation of shift of choice will be governed by the following:

- A. The nurse may elect an assignment of days, evenings, nights, or a rotating assignment including days and either evenings or nights. Written confirmation of the nurse's election will be maintained in her/his personnel file.
- B. 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, in seniority order, 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."
- C. The Staffing Advisory Committee of each Hospital will monitor this provision in their Hospital.
- D. A nurse desiring to change her/his shift of choice will follow the procedure set forth in Subsection B above.
- E. A nurse may use this election to fill an available position having a flexible work schedule or an alternate weekend schedule but may not use the election to require the creation of new flexible work schedule or alternate weekend schedule positions.
- F. The Hospital will review the current schedules on each unit in order to determine if additional straight shifts may be offered. It is recognized that, to the extent that permanent day shifts are created on a unit, the balance of the staff on such units may be required to work additional evening and night shifts occasioned by the establishment of the permanent day shifts. No change in schedules on a unit to create additional straight day shift positions will require nurses with less than ten (10) years of service to rotate to more than a total of fifty percent (50%) evenings or nights.
- 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-year nurses on a unit would mean an inability to cover the required shifts.

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

8. HOLIDAYS:

- A. Paid Holidays:

Full-time nurses will be granted the following seven (7) holidays with pay: New Year's Day, Good Friday or Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Full-time nurses shall be provided with two (2) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the Hospital.

Effective June 1, 2006, each full-time nurse shall be provided with three (3) personal floating holidays per Contract year.

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 from 3:00 p.m. on December 24 through 11:00 p.m. on December 25; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 31 through 11:00 p.m. on January 1.

A nurse who works on Christmas Day as defined above shall receive double time (2) pay for all hours worked on the holiday. A nurse who works on New Year's Day as defined above shall receive time and one-half (1½) pay for all hours worked on the holiday.

A nurse who works on any of the other holidays specified in this Agreement will be paid the regular rate of pay for the hours worked. In addition, nurses working on a holiday will receive one 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, the nurse to choose the method of reimbursement or combination of methods. A full-time nurse who works on Good Friday or Easter shall receive a compensatory day off or holiday pay for one (1) of the said days, but not both.

C. Holiday on Day Off:

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

D. Time Off in Lieu of Holiday Pay:

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

E. Holiday During Vacation:

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

F. Holiday Scheduling:

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

G. No Holiday Work for 15-Year Nurse:

A full-time nurse who has fifteen (15) calendar years of service shall not be required to work on the holidays specified in Section 8 of this Contract Agreement.

H. Personal Floating Holiday Conversion:

Effective June 1, 2005, and annually thereafter, any personal floating holiday from the previous contract year that has not been used will be converted to vacation.

9. VACATIONS:

A. Vacation Accrual:

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

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

In addition, general staff nurses and assistant head nurses who have completed sixteen (16) through twenty (20) full calendar years of continuous service with the Hospital in the bargaining unit will be granted four (4) weeks and three (3) days of vacation; and general staff nurses and assistant head nurses who have completed twenty-one (21) full calendar years of continuous service with the Hospital in the bargaining unit will be granted five (5) weeks vacation with pay. As used in this paragraph, 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 considered continuous for nurses who have transferred from another hospital and been 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.

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

Commencing upon employment, vacation shall be accrued based on compensated hours as such hours are defined in Section 6(G). The accrual rate for full-time and regularly scheduled part-time nurses shall be determined by dividing the annual number of hours of vacation to which a nurse would be entitled based on the above schedule by 2080 hours and shall be as follows:

1. Two (2) weeks vacation - .0385 vacation hours accrued for each compensated hour.
2. Three (3) weeks vacation - .0577 vacation hours accrued for each compensated hour.
3. Four (4) weeks vacation - .0769 vacation hours accrued for each compensated hour.
4. Four (4) weeks and three (3) days vacation - .0884 vacation hours accrued for each compensated hour.
5. Five (5) weeks vacation - .0961 vacation hours accrued for each compensated hour.

B. Vacation Conversion to Pay:

The parties agree that the purpose of vacation is to provide a nurse with time away from work for rest and personal renewal. By mutual agreement between the nurse and nurse manager, a nurse may convert accrued vacation hours to pay. Accrued hours approved to be converted to pay shall not be considered as hours of work for overtime purposes. Such hours shall not be credited towards accumulation of vacation, sick leave, seniority, nor length of service salary increments.

C. Terminal Vacation Pay:

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

D. Vacation Scheduling:

The primary factor governing the scheduling of earned vacation shall be the availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not

allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in Section 14 shall be given preference. Where a Hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration. Vacation granted between Memorial Day and Labor Day may be limited to four (4) weeks if granting more vacation time off would result in denial of requested vacation time off for another nurse.

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

Earned vacation shall normally be taken within a 12-month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation, upon request of the nurse, shall be carried over to a subsequent year if a nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs.

E. Vacation Donation:

The Minnesota Nurses Association and the Hospital have previously agreed on a plan whereby registered nurses may donate vacation benefits to assist other registered nurses in time of critical illness/need. The Hospital shall continue the existing plan during the term of this Agreement unless changes are mutually agreed upon between the Association and the Hospital.

10. SICK LEAVE:

A. Sick Leave Accumulation:

Nurses will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. Sick leave will be earned and accumulated at the rate of one (1) day for every month the nurse is continuously employed until ninety (90) days of sick leave have been earned and accumulated. Effective June 1, 1996, the accrual rate shall become one (1) day for every 173.3 hours the nurse is continuously employed. So long as a nurse has ninety (90) days of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of ninety (90) days of accumulated and unused sick leave.

B. 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 or on 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.

C. 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 28 (C) 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.

D. 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.

E. Sick Leave Payout on Retirement

A nurse who retires with six hundred forty (640) hours of accumulated and unused sick leave to her or his credit shall receive a payment of \$5000.

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. Unless declined by the

nurse, the Hospital will make a referral of the nurse to the Minnesota Nurses Association's Peer Support Program for Nurses. The nurse will also be given written information concerning the Peer Support Program and encouraged to initiate personal contact with this Program.

B. Drug and/or Alcohol Testing:

Any Hospital that elects to engage in drug and/or alcohol testing for registered nurses shall provide sixty (60) days notice to the Association and shall provide the Association with copies of: (1) Supervisory Guidelines for Drug and Alcohol Testing of Employees in Reasonable Suspicion Cases, (2) Hospital Guidelines for Post-Treatment Program Testing for Alcohol and Drugs, and (3) behavioral observation checklists for use by supervisors. Other relevant information concerning the drug and alcohol testing process will be available to the Association upon request. The policy under which such testing is conducted is that policy which has been agreed upon between the Association and the Hospitals and is incorporated into this Agreement as Appendix B. That policy shall not be changed during the term of this Contract except by the express written mutual agreement of the parties.

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

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

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

C. Treatment:

If, following an assessment or evaluation, it is recommended that the nurse receive treatment for chemical dependency, she or he may use the benefits provided by Section 10, "Sick Leave," 13 (A), "Personal Illness, Injury, and Disability," and 28 (A) and (C), "Insurance Benefits." 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 18 and shall include consideration of all relevant facts, including the relevant facts of the symptoms of chemical dependency. The Hospital will agree to defer any investigatory and disciplinary meetings with the nurse until it is determined, in consultation with the treatment professionals, that the nurse is able to fully participate on her or his own behalf.

F. Confidentiality:

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

G. Training for Designated MNA Representatives:

The Hospital shall make the training program it provides to "trained supervisors" or "trained resource persons" prior to implementation of the Drug and Alcohol Testing Policy available to MNA-designated members or provide a similar training program to MNA-designated members. In either event, the training program shall be made available for up to 20 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 25, "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 as 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. A nurse will not be required to get such vaccine through her or his personal physician or health clinic. Following completion of the vaccination series, the Hospital will, if requested by the nurse, perform a serum antibody titer to verify that immunity has been attained.

C. Paid Time Off After Exposure to Infectious Agents:

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

D. Exposure to Blood or Body Fluids:

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

The Hospital agrees to educate staff registered nurses, charge nurses, supervisors, and emergency department nurses regarding the Hospital's procedures for exposure to blood and body fluids. Any policy developed by the Hospital relating to the post-exposure management of blood-borne disease shall be consistent with the following:

1. The affected nurse shall be responsible to notify the designated department or personnel as soon after the exposure as is feasible. If consent to test from the patient has not been previously obtained, the Hospital policy shall identify the individual or position of the individual responsible to attempt to obtain consent from the patient who was the source of the exposure. The exposed nurse shall not be required to attempt to obtain the consent.
2. If the HIV or HBV status of the source patient is not known, consent and testing shall be accomplished as soon as possible.
3. Testing of the nurse for HIV and HBV antibodies shall be voluntary except as may be required by law. The confidentiality of the exposed nurse will be maintained at all steps throughout the procedure set forth in the policy. All laboratory work will be obtained, tested, and reported in such a manner that the identity of the exposed nurse is protected to the maximum extent. Test results will be communicated promptly to the exposed nurse and any result will be communicated privately.
4. If the source patient is determined to be HIV positive, refuses to be tested, is high risk, or is unknown, follow-up testing shall be made pursuant to CDC guidelines.
5. The policy and any procedure developed for its implementation shall recognize the potential for significant stress associated with the exposure. The affected nurse shall receive the same support and consideration as would be provided to any other patient or client of the Hospital.
6. The policy shall provide for presentation of information relating to treatment options available. The nurse will be advised at the time of reporting of the exposure of her or his right to utilize the nurse's personal physician.

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 accumulated sick leave has expired, during or at the conclusion of which, the nurse will be returned to her or his previous position.
2. For the remainder of the leave during or at the conclusion of which the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
3. For an additional period as may be agreed upon between the 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 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. 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. Serious Health Condition or Death in the Immediate Family:

A leave of absence without pay or a temporary reduction in authorized hours will be granted to nurses for a serious health condition or death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, domestic 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 during a

leave of absence 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 or reduction of hours.

C. Bereavement Leave:

A leave of absence of up to three (3) scheduled workdays 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, domestic partners, and such others as may be agreed upon between the nurse and the Hospital). Such leave shall be granted during a period including the day of the death and two (2) days before the funeral, the day of the funeral, and two (2) days after the funeral.

A nurse who has been granted leave under Section (B) above to care for a serious health condition in the immediate family shall be entitled to the paid bereavement leave in the event of the death of the family member for whom the leave under Section (B) was taken.

D. Maternity/Paternity:

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

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

If a nurse desires to return to the hospital at a date different than the date of return specified at the beginning of the leave, she or he shall notify the Hospital two (2) weeks in advance of the earlier of the specified return date or the desired return date. A nurse

who desires to return to a different position at the conclusion of the leave must make such request at least thirty (30) calendar days prior to the expiration of the leave.

This Subparagraph (D) shall be fully applicable in instances of adoption. In addition, for adoptions finalized after June 1, 2001, the Hospital will reimburse adoption expenses up to \$2000 per household per adoption. Nurses who are authorized to work thirty-two (32) or more hours per pay period are considered eligible for this benefit. The reimbursement is payable when the adoption is finalized and proof of the adoption is provided to the Hospital. The adoption of children or stepchildren as a result of marriage is not eligible for this reimbursement benefit.

E. Jury Duty and Subpoenaed Witnesses:

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

F. Educational Leave of Absence:

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

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

G. Voluntary Leaves Before Layoff:

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

H. Military Leave of Absence:

A nurse who is a member of the military reserve or the National Guard shall be granted leaves of absence without pay to enable the nurse to fulfill obligations for one weekend per month, or its equivalent, as required by the nurse's military unit, plus two weeks per

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

In addition, a nurse who serves on active duty and who returns to work within ninety (90) days after discharge from military service or who attends required training 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) or required training based on the authorized number of hours per payroll period or the average number of hours worked per payroll period during the thirteen (13) payroll periods preceding the active duty, whichever is greater. Earnings lost will be credited toward W-2 earnings for pension purposes in accordance with the terms of the Pension Plan.

I. Wedding Leave:

An unpaid leave of absence of one calendar week will be granted to a nurse for the nurse's wedding. This week will be counted as part of, not in addition to, any limits on vacation time off that may be taken.

J. Other Leaves of Absence:

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

K. Association Activities:

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. Nurses will not have their work agreement or authorized hours reduced as a result of attending such functions.

Leave without pay for a period of up to two (2) years shall be granted for nurses elected or appointed to an elected MNA or ANA/UAN office or position.

1. During such leave, benefits and seniority shall not accrue but will be frozen until the nurse returns.

2. The nurse will be returned to his/her original position if vacant or to the first available position of equal classification, pay, and shift rotations.
3. In lieu of such leave, a temporary reduction in authorized hours shall be granted upon request of the nurse.

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.

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

A. Definitions:

As used in this Section 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 W-2 year at the rate of one-fourth ($\frac{1}{4}$) of the on-call hours paid. In addition, compensated hours shall include hours which Section 13, "Leave of Absence," Subparagraphs (A), (D), (E), (G), and (J) provide are hours worked or hours for which length of service increments accrue.

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 nurse's position. In addition, the Hospital may, on a day-to-day basis offer individual low-need days to full-time and part-time nurses. A nurse taking low-need days pursuant to Parts (B) and (D) of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.

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

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

D. Mandatory Low-Need Days:

If additional reductions are indicated, low-need days shall be taken by the least senior regularly-scheduled part-time nurse scheduled for the particular unit and shift where the reduction is necessary. The work shift of a nurse will not be involuntarily cancelled after the start of the shift.

No regularly scheduled part-time nurse shall be required by the Hospital to take more than two (2) low-need days per Contract year (16 hours). If the least senior part-time nurse on a particular unit and shift has been assigned two (2) 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 two (2) per Contract year for any regularly scheduled part-time nurse.

A part-time nurse regularly scheduled for sixty-four (64) compensated hours or more per pay period shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low-need days. A nurse to be assigned a low-need day pursuant to this Part (D) shall be given a minimum of four (4) hours advance notice before the beginning of any holiday shift and two (2) hours advance notice before the beginning of any other shift which is being cancelled.

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

E. Layoff:

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

- i. Vacant positions for which they are qualified.
 - ii. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses within the clinical group.
 - iii. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses in other clinical groups.
 - iv. Nurses may accept complete layoff and retain full rights to recall.
- A nurse displaced by a more senior nurse under ii. and iii. above would then, in seniority order, be offered option i. through iv.

In exercising seniority rights under steps i., ii., and iii., 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 i. through iv., nurses shall be offered the option of accepting reduced hours in their unit. A nurse accepting such reduction shall be considered on layoff and retain all recall rights. Before or at the time a nurse is offered vacancies or replacement opportunities, the nurse will be provided a description of

available positions which includes the unit assignment, shifts, and number of scheduled hours.

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

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

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

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

As part of on-going communication between the Association and the Hospital, the Hospital will notify the Association as soon as it determines that a layoff may occur. The parties will meet to review relevant data and to jointly develop the procedures for applying this Section 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 the Minnesota Nurses Association. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to one (1) week to report to work after receipt of a notice of recall. A nurse who has been recalled or offered a position different than the position from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Contract Agreement. A different position means either a different unit or shift or number of scheduled hours. A nurse recalled to the same position who declines the offer of recall shall lose all seniority rights.

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

Seniority shall be lost if the nurse is not recalled from layoff within one (1) year. Provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the 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 patient beds or facilities presently in operation are determinations made and actions taken with the stated intention of serving the welfare of the community. Determinations or actions by a Hospital include actions by parent or affiliates or entities which have the power to effectively direct such determinations or actions in a contracting Hospital. Consequently, it is the policy of the Hospital and the Minnesota Nurses Association that determinations made and actions taken to serve the community and patients should not be at the expense of individual registered nurses employed at an affected institution. In the event that such determinations or actions, including corporate merger, consolidation, or reorganization of services, directly or indirectly will cause an elimination or a reduction in the number of registered nurses in present, or if greater in future bargaining unit positions in any classification on a station unit, the following principles shall apply:

A. Notice of Merger, Consolidation, or Reorganization:

The 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 the 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 in 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 of the Agreement.

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

C. Reductions to Follow Layoff Procedure:

If there are not sufficient registered nurse openings to place all nurses employed at the time of the change or if nurses are not able to qualify for such positions as the same are described in the foregoing paragraphs, the reduction of registered nurse positions in the Hospital shall be made according to the procedure of layoff and recall established by Section 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 paragraphs (B) and (C) above, offers for employment shall concurrently be made by Contracting Hospitals controlled by the same corporate body as the Hospital which employed the nurse who was laid off or who received notice of layoff. Offers of employment under this paragraph (D) shall be made during the period that the nurse retains recall rights under Section 14.

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

E. Offer of Employment in Other Contracting Hospitals:

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

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

F. **Negotiation of 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), the 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 25, "Grievance Procedure," of this Contract Agreement.

G. **Removal from Bargaining Unit:**

No action by a Hospital(s) or an affiliated entity shall result in a unit, service, or group of nurses being removed from the bargaining unit earlier than thirty (30) days after the Minnesota Nurses Association and the nurses to be affected have been provided written notice of the action and any change in Contract coverage the Hospital(s) or affiliated entity will effect. The Hospital(s) will cooperate in providing the Association with relevant background information.

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 workplace 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 and non-weekend bonus work shifts before such shifts are offered to casual part-time nurses. For nurses working less than sixty-four (64) hours per payroll period, the extra shift(s) shall, with four (4) hours notice for holiday shifts and two (2) hours notice for all other shifts, be cancelled prior to the implementation of Section 14 (D), but such cancelled shift shall be counted as one of the two (2) allowable low-need days.

C. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply.

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit. If no regularly scheduled nurse applies for the position, then the most senior of the casual part-time nurses shall receive preference before considering applications outside the bargaining unit.

17. TEMPORARY POSITIONS:

Temporary registered nurse positions exceeding two months shall be posted as provided in Section 16 of this Agreement and shall specify the duration which shall not exceed six (6) months. Any extension of the temporary position shall be by mutual agreement between the Hospital and the Association. The nurse filling the temporary position shall be returned to her/his prior position at the conclusion of the temporary position. If the temporary position is to be made permanent, it shall be posted in accordance with Section 16 and the qualifications established for the position will not be designed to discriminate in favor of the nurse holding the temporary position.

Temporary positions outside the bargaining unit will be posted and filled in accordance with the Hospital's non-contract policies. A bargaining unit nurse selected for such a temporary position will retain his/her status under the contract for the duration of the temporary position. Temporary positions shall not exceed six (6) months unless mutually agreed upon by the Hospital and the Association. A nurse accepting a temporary non-contract position shall continue to be covered by the contract for the duration of the temporary position.

18. DISCIPLINE AND TERMINATION OF EMPLOYMENT:

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

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

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

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

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

The nurse will give the Hospital two (2) weeks written notice for termination of her or his employment in any event, and a nurse claiming terminal leave will give one (1) month's notice as provided in Section 9.

19. PROMOTIONS, TRANSFERS, AND NEW POSITIONS:

A. Notice of Promotion or Transfer:

The Hospital will give a nurse and the Minnesota Nurses Association two (2) weeks written advance notice of any promotion or transfer out of the bargaining unit. Said written advance notice shall indicate the specifications 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 preliminary determination as to whether such position will be included in the bargaining unit. There shall be no presumption as to inclusion or exclusion in the bargaining unit.

Upon request of either party, the Hospital and Association representatives will meet and attempt to mutually agree on the bargaining unit status of the position in question. Consideration will include, but not be limited to, the definitions in the preamble, the relationship of the position to existing bargaining and non-bargaining unit positions and the workability of including the position in the bargaining unit including, but not limited to, compensation, work schedules, and seniority. The Hospital and the Association may make such mutual agreements as they deem appropriate which involve terms and conditions of employment related to identified barriers. In arriving at any agreement which would constitute an exception to the then existing seniority provisions of the Contract Agreement, the Minnesota Nurses Association shall establish a process for consultation with the Association leadership of the local facility nurses, and any recommendation by the Minnesota Nurses Association after such consultation will be given due consideration by the 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 19 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 19.

20. **LABOR-MANAGEMENT COMMITTEE:**

A Labor-Management Committee shall consist of an equal number of representatives designated by the Association and the Hospital. The purpose of the Committee shall be to consider issues of mutual concern, including patient care/staffing concerns. Staff and assistant head nurses elected to serve on this Committee shall be paid for meeting time spent in serving on this Committee pursuant to Sections 3 and 4.

Activities of the Committee shall include:

- A. Development of a series of criteria that will initiate a discussion of staffing issues such as trends indicated by concern for safe staffing forms; ancillary and/or support personnel staffing problems; extensive use of float personnel on a given unit; high utilization of pool personnel; substantial amounts of overtime; and census trends different than budgeted.
- B. Discussion of the issue of fluctuating census including, but not limited to, consideration of limiting scheduling of surgeries and admissions based on available staffing and of capping admissions by unit.
- C. This Committee will develop a plan for on-going evaluation and mutual determination of which support services and systems could enhance the RN's ability to practice at a professional level. Based on these determinations, the Hospital will make improvements to those support services and systems which are mutually agreeable. The Chief Executive Officer or Chief Operating Officer and the Vice President of Patient Care will attend Committee meetings when staffing concerns are discussed.
- D. The Labor-Management Committee at each facility shall appoint representatives to a joint subcommittee to consider issues relating to the various insurance and benefit plans set forth in the Agreement, including any problems related to the administration of insurance, and review the effect of pre-existing conditions on long-term disability. The subcommittee shall meet at least quarterly and the meetings shall be scheduled so as to provide sufficient time for input and discussion prior to any Plan design or premium changes. Upon request of the Association, additional meetings of the subcommittee may occur at the joint meetings of the Labor-Management Committee.
- E. Annually, the Hospital shall present an update/report on the Disaster Preparedness Plan at each location. The Committee shall determine further employee communication, education, or changes needed in the Disaster Preparedness Plan or Process.
- F. The Committee will explore opportunities and work redesign to maximize work opportunities for nurses who are ill, injured, or disabled.
- G. A July 2005 – December 2005 pilot on a patient care unit will be developed at each

Hospital. The pilot will incorporate: patient care needs; financial accountability/budget; fluctuations in census; elimination of mandatory low-need days and floating; avoidance of outside agency use and overtime. The Labor-Management Committee at each Hospital will develop and monitor the pilot and report back to the joint Labor-Management Committee.

- H. At least twice per year, there will be a joint meeting between the Labor-Management Committees of Fairview University Medical Center (Riverside Campus) and Fairview Southdale Hospital. At the joint meeting, issues to be discussed include those which have system-wide implications and questions of Contract interpretation or application affecting both facilities.

If the parties agree to have the Committee review any matter of interpretation or application of the Contract that involves a grievance, the time within which such grievance must be submitted to the Hospital or submitted to arbitration pursuant to Section 25, "Grievance Procedure," shall not begin to run until the date that the determination of the Committee is made.

21. STAFFING ADVISORY COMMITTEE:

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

Staff and assistant head nurses selected to serve on this Committee and/or its Subcommittees shall be paid for meeting time spent pursuant to Sections 3 and 4. Minnesota Nurses Association staff members may attend and participate at the request of staff and assistant head nurse members.

The purposes of the Committee shall be to review and discuss staffing matters and to provide direct input to Nursing Administration in formulating staffing policies and making staffing decisions. Issues to be covered include, but are not limited to:

1. At each Hospital there shall be maintained and used to determine needed nursing staff, a system of patient classification based on demonstrated patient needs and appropriate nursing interventions. Such system shall provide for the assessment of patient care needs by staff nurses on each station unit. In applying such system, equal consideration will be given to immediate needs for staffing based on the judgment of the RN on the station unit. Patient classification system issues to be covered by the Staffing Advisory Committee will include determination and modification of the system, inclusion of nurse judgment as criteria, receipt and review of information describing the process of how the system translates into staffing for nursing care, and a review of the system at least annually.
2. A review of patient care activities and identification of non-nursing functions.

3. Scheduling concerns including, but not limited to, holiday and vacation scheduling guidelines, on-call guidelines, floating, and overtime concerns.
4. Development of a process to utilize *Concern for Safe Staffing Reports* as an acceptable tool to identify and address professional concerns related to staffing and to improve the staffing and scheduling process.
5. Define situations when a nurse may be required to work alone on a unit.
6. Routinely review the ability of the registered nurses to be released for breaks.

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

22. NURSING CARE DELIVERY:

A. Role of the RN:

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

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

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

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

The 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.

B. Nursing Care Delivery Committee:

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.

There shall be established in each Hospital a joint committee of labor and management representatives. This Committee shall be composed of an equal number of representatives of the Association and the Hospital. There shall be co-chairpersons - 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. Staff and assistant head nurses selected to serve on this Committee and/or its Subcommittees shall be paid for meeting time spent pursuant to Sections 3 and 4.

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 paragraphs 1 and 2 below, shall be routinely shared with all members of the Committee. The Committee will have two areas of focus.

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.

1. 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 the conflict resolution process is observed.

2. 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 departments and disciplines, it will notify the Committee in a timely and proactive manner. The parties will jointly review, discuss, and consider possible consultants to work with the Hospital and bargaining unit nurses regarding any changes in the system for delivery of nursing care, use of assistive personnel, or job responsibility of the registered nurse. Upon receipt of the notice referred to, the Committee shall review, discuss, and analyze the change for which the notice was given. If the Committee, upon exploration of the issue, identifies that changes proposed will impact implementation of the role of the registered nurse or application of the nursing process to delivery of patient care, it is the intent that those aspects will be considered under the guidelines in Subsection 22 (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.

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

C. Unit Grid Reviews:

A structured review of the staffing grid of each unit will be completed annually. Nursing Directors will coordinate this review in their areas. The Minnesota Nurses Association will participate in this review.

Staffing grids will not be changed downward unless evaluated by a team. The team evaluating the staffing grids will be composed of staff nurses, the Minnesota Nurses Association co-chairs or designee, the nurse manager, the director of nursing, and other appropriate nursing leadership individuals.

If the character of a unit changes, the staff nurses or nursing leadership may initiate a structured review of that unit's grid or pattern for staffing.

The criteria for evaluation shall be consistent and determined by the Nursing Care Delivery Committee.

In evaluating staffing grids or patterns, it is the intent and desire to reach mutual agreement about appropriate staffing. Absent mutual agreement, changes shall not be implemented prior to utilizing the mediation resolution process set forth in paragraph 4 of this Section 22 B. There will be a quarterly report for each unit regarding overtime, casuals, agency use, sick leave, vacation, leaves of absence, and unfilled shifts.

D. Temporary Closing Units to Admissions:

If the staffing grid is not met, the charge nurse will evaluate the following factors to assess and determine the adequacy of resources on the unit to meet patient care needs:

- i. Patient acuity
- ii. Unit acuity level
- iii. Experience level of RN staff
- iv. Composition of skills/roles available
- v. Potential redistribution of the unit's current patient assignments
- vi. Unit admissions, discharges, and transfers

The charge nurse will document her or his evaluation of the unit.

If the charge nurse determines unit resources to be inadequate, the charge nurse, nurse manager or designee, and other key decision makers will consider options based on the following:

- i. Review of current and future house-wide census, staffing, and patient assignments
- ii. The ability to facilitate discharges, transfers, and admissions
- iii. The availability of additional resources

If the issue cannot be resolved and resources cannot be reallocated, the unit in question will temporarily close to admissions for a time period not to exceed two hours after appropriate communication of the closure has occurred. During this time period, further evaluation of the unit staffing will continue to take place.

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

The parties will jointly discuss, review, and evaluate information related to closing units as part of the Committee's regularly scheduled meetings.

E. Preceptor Orientation Program:

An annual review/update of the preceptor orientation program will be conducted by the Nursing Care Delivery Committee.

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

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

23. ORIENTATION:

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

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

A system for the periodic assessment of an orientee's progress involving the orientee, the preceptor, and a third person knowledgeable in education will be developed.

A registered nurse shall participate in the orientation and validation of skills of nursing assistants, licensed practical nurses, psychiatric associates, and other such nursing support roles. Such orientation shall include the defined role of each classification.

24. HEALTH AND SAFETY:

A. Safety Policy:

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

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

B. Lifting Standard:

Effective January 1, 2002, the Hospital will adopt a repetitive lifting standard to limit repetitive lifting by a nurse to thirty-five (35) pounds no more than 12 times per shift. A nurse will not be required to lift without assistance more than one-half of his or her ideal body weight based upon a standard agreed upon by the Nursing Health and Safety Committee.

C. Services for Ill, Injured, or Disabled Nurses:

1. The Nursing Health and Safety Committee will develop and disseminate information to nurses related to the services available to ill, injured, and disabled employees. The Committee will develop a tool by which the ill/injured nurse will evaluate their experience of the process from initial injury through final resolution.

The Hospital will monthly notify MNA of nurses with work-related injuries or illnesses resulting in three (3) or more consecutive lost workdays. An informational handout developed by MNA will be given to registered nurses who have been absent more than three consecutive workdays as a result of a work-related injury or illness.

2. The Hospital will establish a system of case management to coordinate the services for ill, injured, or disabled nurses at each facility. A contact person from this system will assist the nurse through coordination of issues related to accommodations, insurance, leaves, alternative placement, and related issues. The Hospital will identify a repository of positions available to ill, injured, and disabled nurses.
3. Upon the request of the nurse, a contact from Fairview's Work Force Development Center or other appropriate department will meet with the nurse and review potential employment opportunities within Fairview.
4. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse's right to Minnesota Nurses Association representation. If the nurse rejects representation, it will be documented in writing and signed by the nurse. A copy of said document will be provided to the Minnesota Nurses Association before any scheduled meeting. If representation is rejected, the Hospital will, nonetheless, review options for accommodation with the Minnesota Nurses Association in order to facilitate mutual problem solving and consistency prior to a decision in all situations.
5. 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.
6. Nurses will be accommodated on an individual basis, with a focus on the nurse's ability, rather than disability.
7. 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.

8. As part of these discussions and upon request of the Hospital, the 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.
9. 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.
10. Nurses placed in a benefit-eligible alternative position within Fairview will continue to receive tuition reimbursement.
11. The Transitional Work Program as in effect from time to time will provide that nurses may have up to 12 weeks in the program per calendar year.

D. Equipment and Facilities:

The Hospital will make reasonable effort to provide nurses with safe and adequate equipment, working environment, and facilities. The bargaining unit at each facility may designate one of its members to serve on those CQI or product evaluation committees whose decisions affect systems or products to be used by registered nurses in delivering patient care. A review of equipment shall be included as a part of the annual mandatory educational requirements for nurses. The Hospital will continue its efforts and commitment to work toward a latex-free environment.

E. Infectious or Contagious Disease:

The Hospital agrees to educate nurses about new evolving organisms/diseases and available personal protective equipment in a timely manner.

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 steps, if any, are necessary to safeguard the health and safety of the nurses as well as the patients. A registered nurse who may be at risk of exposure to an infectious agent or agents as the result of responsibilities for the care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the Hospital according to the Hospital policy and procedure.

F. Nursing Health and Safety Committee:

A Nursing Health and Safety Committee will be established as a component part of the Hospital's basic Health and Safety Committee. The Nursing Health and Safety Committee shall consist of an equal number of representatives designated by the Hospital and designated by the bargaining unit. Staff and assistant head nurses selected to serve on this Committee and/or its Subcommittees shall be paid for meeting

time spent pursuant to Sections 3 and 4. The Committee shall consider and develop recommendations on health and safety matters of particular concern to registered nurses including, but not limited to, infectious diseases, chemical hazards, security and physical safety, radiation, and education. The Hospital will cooperate in providing the Nursing Health and Safety Committee with relevant background information. Recommendations will be sent to the Hospital Health and Safety Committee for action. If those recommendations are not implemented, the Committee may bring the matter to the attention of the Chief Nurse Executive.

The Committee, itself or in cooperation with other Hospital Health and Safety Committees or officials, will develop a process to mutually assess risk management decisions, analyze injuries, and identify ways to prevent such injuries using experts as needed to accomplish these tasks. Specific tasks may include, but not be limited to:

1. Develop/clarify and communicate a process for nurses to bring concerns to the Committee for review and action.
2. Develop/clarify and communicate a process for nurses to identify situations related to a potential injury/illness that requires immediate intervention.
3. Mutually assess workplace hazards on a unit basis, develop a plan to abate the hazard through appropriate mechanisms, monitor the implementation of the plan(s), and provide recommendation for education.
4. Address priorities for prevention of chronic, repetitive, or cumulative trauma injuries.
5. Develop education plans regarding ethical rights and responsibilities of nurses protecting themselves from injury.
6. Cooperate with emergency health services to provide access to employee health services twenty-four (24) hours a day.
7. Cooperate with emergency health services to promote its ability to serve as an advocate for employee health and interact with employees in a mutually respectful manner.
8. By August 1, 2004, the Health and Safety Committee will make a recommendation to the Labor Management Committee and the Hospital Health and Safety Committee of ways to remove barriers to using available equipment. The Nursing Health and Safety Committee will evaluate current equipment, survey staff, determine needs of the staff, and make budget recommendations.

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 overall AWAIR plan.

The Hospital is committed to a culture that will dramatically reduce staff injuries and enhance overall safety and security in the workplace. The Nursing Health and Safety Committee, by June 1, 2005, will explore, analyze, and make recommendations to the

Labor-Management Committee and the Hospital Health and Safety Committee. The Nursing Health and Safety Committee's focus will include, but not be limited to, the following: exploration of a no-lifting policy, new equipment, lifting teams, unit security needs, and a review of the placement, role, and responsibility of security. In addition, the Nursing Health and Safety Committee will design and recommend a research project to be jointly funded by the Hospital and the Association regarding the reduction of staff injuries.

G. Physical Violence and Verbal Abuse:

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

The Hospital will provide a physical management curriculum by qualified instructors that provides information and skills in threat assessment, de-escalation, physical protection, and behavior management to all nurses on an annual basis in high-risk areas and/or upon request.

The Hospital will develop a process for a risk assessment upon admission to determine potential violence from patients and develop and communicate a therapeutic plan of care as appropriate.

The Hospital will encourage nurses who are victims of assault in the workplace to recognize the potential of 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.

The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise her/his rights under the law.

25. GRIEVANCE PROCEDURE:

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

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

- A. Step 1. The nurse will informally discuss the grievance with the nurse's first level supervisor above an assistant head nurse.

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

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

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

Within twelve (12) workdays 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 the Association may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays following receipt by the Association of the Hospital's written reply to the grievance.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the 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) workdays 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 25, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the 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 of 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.

26. NO STRIKES - NO LOCKOUTS:

There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement unless the Pension Agreement has been opened in accordance with the terms of the Pension Agreement relating to the Twin City Hospitals – Minnesota Nurses Association Pension Plan. In that case, and solely for the life of this collective bargaining agreement, there will be the limited right to strike only on issues arising out of the Pension reopening. Except as noted above for the right to strike on issues arising out of the opening of the Pension Agreement, the prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Section 25, "Grievance Procedure."

27. 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:

The bargaining unit chairpersons at each site will be provided a total of 1.0 FTE of paid time to be divided among the site chairpersons to carry out bargaining unit responsibilities including, but not limited to, preparing for and participation in joint labor-management committees and activities, Contract administration, and assisting bargaining unit members to resolve work-related issues. The scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and each Hospital.

28. **INSURANCE BENEFITS:**

A. **Health and Hospitalization Insurance:**

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

1. The Hospital shall pay eighty-five percent (85%) of the single employee premium for those nurses electing single coverage under the MNA insurance program outlined in this Subsection. The Hospital shall pay seventy percent (70%) of the family premium for those nurses electing family coverage under the MNA insurance program outlined in this Subsection. Effective January 1, 2002, the Hospital shall pay seventy-five percent (75%) of the family premium for those nurses electing family coverage under the MNA insurance program outlined in this Subsection. The respective balances of the premium costs shall be paid by the nurse.
2. Part-time nurses meeting the hours requirement in Section 6 (C) 3 of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.
3. A nurse who terminates employment at or after age 55 or who meets the "rule of 85" 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 28, at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

An additional hospitalization insurance provision effective June 1, 1995, relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14 (E) relating to Layoff of this Contract Agreement.
4. No change in said insurance program shall diminish overall benefits for nurses.
5. Through the terms of this Contract Agreement, the following provisions shall be applicable to the Hospital's existing Health and Hospitalization Plans:
 - a. **Open Enrollment:** Open enrollment shall be provided on an annual basis for the Hospital's existing plans.
 - b. **Appeal Process:** Each plan provided by a Hospital shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.

- c. **Pre-Existing Conditions:** The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.
 - d. **Schedule of Coverage:** In accordance with Section 28 (A) (4), no change in the Hospital's insurance program shall diminish overall benefits for nurses.
- 6. Regularly scheduled full- and part-time nurses who are participating in the Hospital's health and hospitalization insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6 (C) (3) or to a casual part-time status, may continue employee and dependent coverage in the group hospitalization and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.
- 7. Copies of each Summary Plan Description shall be furnished promptly to MNA as well as to all eligible nurses. MNA shall be furnished policies, specifications, and related information upon request. Every nurse shall receive notification in her or his open enrollment information indicating that claims information may be shared with other agencies.

B. Fairview Health System Corporate Health Insurance Plan:

During the open enrollment period for health insurance effective as of January 1, 2002, each nurse shall also have the option of enrolling in the Fairview Health System Corporate Health Insurance Plan in accordance with terms set forth in the November 14, 2001, Letter of Understanding.

C. 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 \$8050.00 per month of such compensation. Covered monthly compensation shall be the nurse's regular monthly salary as set forth in Section 4 of this Agreement, including educational increments, but excluding all other compensation. Monthly payments shall be offset by any payments arising from the nurse's employment, received by the nurse or dependents under the Federal Social Security Act, under the Minnesota Workers' Compensation Act, and under any employer-sponsored pension plan.
- 2. All long-term disability plans will contain provisions which may allow a disabled nurse to return to work on a reduced work schedule and/or to work intermittently between periods of disability while receiving partial disability benefits. Provisions of this Subsection shall be effective as soon as appropriate amendments to existing insurance agreements or self-insured plans may be made, but in no

event later than September 1, 1992, unless otherwise agreed upon by the Hospital and the Minnesota Nurses Association.

3. Benefits shall be payable in the event of a nurse's disability as defined in the insurance contract providing the benefits herein. Duration of disability benefits shall be as follows:

<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.

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 hours requirement in Section 6 (C) 3 of this Agreement. The Plan shall include the following basic provisions:

1. The amount of coverage shall be two (2) times the nurse's annual salary rounded up to the next highest thousand and based on the authorized hours of the nurse. Nurses may purchase additional coverage for themselves and optional life insurance coverage for spouse and children and may convert to a single policy upon retirement, consistent with the Fairview Life Insurance Plan.
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.

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 hours requirement in Section 6 (C) 3 of this Agreement. The plan shall include the following basic provisions:

1. The plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type 1 expenses shall be reimbursed at 80% of the reasonable and customary charge with no deductible; Type 2 expenses shall be reimbursed at 80% of the reasonable and customary charge with a \$25.00 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of \$25.00 per year.
2. The effective date of the plan shall be August 1, 1980. All nurses employed on said effective date shall be automatically covered by the plan, and nurses hired on and after the effective date shall be covered on the first day of the month following four (4) months of employment with the Hospital.
3. Hospital representatives shall meet and confer with representatives of the Minnesota Nurses Association before circulating contract bid specifications and after said bids have been received, but before any contract for the program is entered.
4. By no later than January 1, 1990, 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. Short-Term Disability:

Effective January 1, 2005, the Hospital shall provide access to a voluntary short-term disability insurance program for those eligible nurses with authorized hours of forty-eight (48) hours or more per pay period. The premiums for the insurance program for those nurses choosing to participate will be paid by the nurse.

H. **Form of Contracts:**

The basic form of the life, long-term disability, and dental plans referred to in paragraphs (C), (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 upon. Any specification to solicit bids for insurance coverage or any change in specifications or a self-insured plan will be provided to the Association for review in advance of the issuance of any new contract or establishment of a self-insured plan.

The Minnesota Nurses Association will be promptly provided with copies of all long-term disability, life, business travel life, and dental insurance policies and programs, amendments thereto, and Summary Plan Descriptions. Subject to the requirements of this Agreement, eligibility for benefits and all payments shall be governed by those respective insurance policies or programs. Summary Plan Descriptions shall also be provided to all eligible nurses.

I. **Insurance Premiums During Leaves of Absence:**

The Hospital shall continue payment of all insurance premiums in the manner and amount provided in this Section 28 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 28 at the group rate at the nurse's expense so long as the nurse continues to be in the employ of the Hospital.

Health insurance coverage will be effective on the date a nurse returns to work from an unpaid leave of absence.

29. **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.

30. 403(b) TAX SHELTERED ANNUITY:

Effective June 1, 2006, the Hospital shall amend its 403(b) Plan to provide for both voluntary contributions by the nurse and a Hospital match of fifty cents (50¢) per one dollar (\$1.00) contribution by the nurse. The Hospital's maximum contribution shall be 1% of the nurse's annual salary.

31. SOCIAL SECURITY:

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

32. 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.

33. SLEEPING ACCOMMODATIONS:

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

34. ASSOCIATION SECURITY:

A. Payroll Dues Deduction:

The Hospital agrees to deduct payments required by this Section 34 from the salary of each nurse who has executed the dues and fees authorization card which has been agreed upon by the Hospital and the Minnesota Nurses Association. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

B. Association Master List:

Within sixty (60) days after the execution date of the Contract Agreement, the Hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, classification, average number of hours being worked, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the name, address, classification, average number of hours being worked and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed.

C. Association Dues and Service Fees:

Annual dues, service fees, and initiation fees as described by this Section 34 shall be in the amount certified to the Hospital as correct from time to time by the Association.

D. Payment of Dues or Fees:

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

E. Association Information at Time of Hire:

A copy of this Contract Agreement, a dues and fees deduction authorization card, and a written notification signed by the Hospital and the Minnesota Nurses Association shall

be presented by the Hospital to each nurse at the time of her or his employment. A representative of the Minnesota Nurses Association shall be afforded one (1) hour at a time that is mutually agreeable to the Association and the Employer 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 the Minnesota Nurses Association governing wages, hours, and other terms and conditions of employment. The Contract Agreement provides that if a nurse elects not to become a member of the Minnesota Nurses Association, she or he must pay a service fee to the Minnesota Nurses Association as a condition of employment.

Hospital

By: _____

MINNESOTA NURSES ASSOCIATION

By: _____

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

Signature of Nurse

Date: _____

F. Representational Fee:

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

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

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

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

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

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

G. Effective Date:

The provisions of paragraph (F) shall be applicable only to nurses hired on and after July 22, 1974.

H. Termination for Failure to Pay Dues or Fees:

Any nurse who fails to pay the service fee or dues required by the Agreement shall, upon written notice of such action from the Association to the Hospital, be terminated by the Hospital within fourteen (14) calendar days. The Association will also send a copy of such notice to the nurse. The Association will hold the Hospital harmless from the claims of any nurse so terminated. If a nurse alleges that she or he has been discharged contrary to the provisions of this Paragraph (H), the question shall be regarded as a grievance and submitted to the grievance procedure as set forth in Section 25, "Grievance Procedure," of this Contract Agreement.

I. Application and Administration of Association Security:

In the application and administration of this Section 34, 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.

35. 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.

36. 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.

37. BREAKAGE:

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

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

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

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

Temporary Floating Between Facilities. Opportunities to float on a temporary basis between Fairview Southdale Hospital and Fairview University Medical Center, Riverside Campus, have been developed. The purpose of this program is to provide short-term, day-to-day coverage during periods of low census at one site and high volume at the other site. The Hospital shall continue existing guidelines for implementation during the term of this Agreement unless changes are mutually agreed upon between the Association and the Hospital. The staffing offices at the two facilities will coordinate the process.

39. 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 39, 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.

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

2. Casual Part-Time

The term "casual part-time" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed.

3. Per Diem

The term "per diem" applies to part-time nurses employed to supplement regularly scheduled full- and part-time staff. The per diem nurse agrees to be pre-scheduled for shifts as set forth in the Letter of Understanding for the Per Diem Nursing Program.

41. DURATION AND RENEWAL:

This Agreement will be in full force and effect from June 1, 2004, through and including May 31, 2007. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, 2007, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

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

FAIRVIEW HEALTH CARE SERVICES

By _____
Gary Strong, President
Fairview Southdale Hospital and Clinics

By _____
Dr. Gordon Alexander, President
Fairview University Medical Center - Riverside
Campus

MINNESOTA NURSES ASSOCIATION

By _____
Karen Patek, RN
Senior Staff Specialist, Labor Relations

By _____
Jacquie Luoma, RN, Co-Chair
Fairview University Medical Center - Riverside
Campus

By _____
Barb Martin, RN, Co-Chair
Fairview University Medical Center - Riverside
Campus

By _____
Jody Haggy, RN
MNA Representative

By _____
Kevin Campbell, RN
MNA Representative

By _____
Jean Ross, RN, Tri-Chair
Fairview Southdale Hospital

By _____
Cindy Kroos, RN, Tri-Chair
Fairview Southdale Hospital

By _____
Juli Uzlik, RN, Tri-Chair
Fairview Southdale Hospital

By _____
Dara Hettver, RN
MNA Representative

F:\Users\Julie\Fairview\Contract2004-2007

ADDENDUM to
CONTRACT AGREEMENT
relating to
FAIRVIEW RIVERSIDE MEDICAL CENTER
with
MINNESOTA NURSES ASSOCIATION

It is mutually agreed that the following changes and applications shall be made to the basic Contract Agreement relating to Fairview Riverside Medical Center with the Minnesota Nurses Association as said Contract Agreement relates to nurses at Fairview Riverside Medical Center employed in alternative positions:

Recognizing the changing trends of patient care census and the business need of the Hospital, alternative positions for nurses are defined as:

A regularly scheduled position created to accommodate predictable variables in patient volumes which results in extended periods of time off.

These positions will be based on trended data to predict needs and to identify areas of the Hospital which could benefit from this plan.

Specifications for Alternative Positions:

This position is a voluntary position. Except with the mutual agreement of the Hospital and the nurse, alternative positions will be offered no less than ninety (90) days prior to implementation. Alternative position nurses will be hired to authorized hours FTE on a non-annualized basis. In the event of being laid off, the alternative position nurse may bid into positions at her or his authorized hours status. The nurse will be able to pick up shifts of work while on the "time off" portion of the year with an added option of using cross-training opportunities, if available. Benefits for alternative position nurses will include the following:

- Vacation, sick time, and seniority will accrue on actual compensated hours throughout the entire year.
- The Hospital will contribute the same portion of health insurance and dental insurance coverage as for twelve- (12) month positions.
- The Hospital will contribute the same portion of long-term disability insurance coverage as for twelve- (12) month positions. If the Hospital and the Minnesota Nurses Association agree that the long-term disability provided for other bargaining unit nurses is not reasonably available for an alternative position nurse, the Hospital will provide the nurse with at least one resource to purchase her or his own long-term disability insurance during time not regularly scheduled.
- Following existing vacation guidelines, the nurses will be able to request use of vacation time throughout the entire year. In addition, floating holidays may be used throughout the entire year.
- The ability to use paid education days as well as tuition reimbursement will be available throughout the entire year.
- The permanent night shift bonus may be paid out during the nurse's "time off" portion of the year.
- The Hospital will provide financial information regarding savings options that would help the nurse prorate her or his income over a twelve- (12) month period.

FAIRVIEW RIVERSIDE MEDICAL CENTER

By SIGNED

Date: 1995

MINNESOTA NURSES ASSOCIATION

By SIGNED

Date: 1995

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 (Adult)	Excluded
V.	Service Waiting Period	Four (4) months
VI.	Employee Contribution	None

General Schedule of Dental Services
(Reimbursable Expenses)

- A. Type I Expenses (Diagnostic and Preventive)
 - * Oral examinations
 - * X-Rays
 - * Prophylaxis (cleaning)
 - * Emergency treatment for pain
 - * Fluoride treatments
 - * Space maintainers
- B. Type II Expenses (Basic Services)
 - * Anesthesia
 - * Restorations (fillings other than gold)
 - * Endodontics (such as pulp capping and root canal therapy)
 - * Periodontics
 - * Maintenance and repair to dentures, fixed bridges
 - * Extractions
- C. Type III Expenses (Major Services)
 - * Gold inlay, crowns, etc.
 - * Prosthodontics (Removable and fixed)
 - Complete dentures
 - Partial dentures
 - * Effective January 1, 2005, orthodontia (child) up to a \$1500 lifetime maximum.

APPENDIX B - DRUG AND ALCOHOL TESTING POLICY

HOSPITAL DRUG AND ALCOHOL TESTING POLICY FOR REGISTERED NURSES

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

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

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

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

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

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

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

1. Reasonable Suspicion - A registered nurse may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the registered nurse: (a) is under the influence of alcohol and/or illegal drugs, (b) has violated the policy statement above, (c) has caused himself/herself or another employee to sustain a personal injury, (d) has caused a work-related accident, or (e) has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident.

2. Treatment Program - A registered nurse may be requested to undergo drug and/or alcohol testing if the registered nurse has been referred by _____ Hospital for chemical dependency treatment or evaluation. The registered nurse may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following the referral for chemical dependency treatment or evaluation.

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

RIGHT TO REFUSE TO UNDERGO DRUG AND ALCOHOL TESTING AND THE EFFECT

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

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

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

1. First Positive Test Result on Confirmatory Test - A registered nurse will not be discharged based on a first-time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.

2. Subsequent Positive Result on Confirmatory Test - An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital may be discharged, so long as a previous positive result occurred within the three preceding years.

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

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

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

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

APPENDIX C - RECOGNIZED CERTIFICATION PROGRAMS

ACCE-ASPO	Lamaze Certification in Childbirth Education
ACRN	Association of Nurses in AIDS Care
CARN	International Nurses Society on Addictions
CARN-AP	International Nurses Society on Addictions (Advanced Practice)
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
CRN	Intravenous Nurses Society
IBCLC	International Board of Lactation Consultants Examiners
CHN	Nephrology Nursing Certification in Hemodialysis
CPD	Nephrology Nursing Certification in Peritoneal Dialysis
CNN	American Nephrology Nurses Association
CNRN	American Association of Neuroscience Nurses
OCN	Oncology Nurses Society
CORLN	Otorhinolaryngology and Head-Neck Nurses
CRNO	American Society Ophthalmic Registered Nurses
ONC	National Association Orthopedic Nurses
FAAPM	American Academy of Pain Management
CNOR	Association of Peri-Operative Registered Nurses
CRNFA	Association of Peri-Operative Registered Nurses (RN First Assistant)
CPSN	American Society of Plastic and Reconstructive Surgical Nurses
CPAN	American Society of Peri-Anesthesia Nurses
CAPA	American Society of Peri-Anesthesia Nurses (ambulatory peri-anesthesia)
CRNH	Hospice and Palliative Nurses Association
CRRN	Association of Rehabilitation Nurses
C-SPI	American Association of Poison Control Centers

CURN	American Board of Urologic Allied Health Professionals
CVN	Society for Vascular Nursing
CWOCN	Wound, Ostomy, and Continence Nursing Certification Board
HNC	American Holistic Nurses Association
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/Vascular Nurse Cardiac Rehabilitation Nurse Home Health Nurse Informatics Nurse Nursing Professional Development Nursing Case Management Ambulatory Care (for the Breast Center and F-UMC Maternal Medicine Center)

The Hospital may agree to recognize the following or other certifications it agrees are 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 Nurse Specialist in Gerontological Nursing
Clinical Nurse Specialist in Medical-Surgical Nursing
Clinical Nurse Specialist in Adult Psychiatric Mental Health Nursing
Clinical Nurse Specialist in Child and Adolescent Psychiatric and
MH Nursing
Clinical Nurse Specialist in Advanced Diabetes Management
Clinical Nurse Specialist in Pediatric Nursing
Advanced Practice Palliative Care Nurse

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

LETTER OF UNDERSTANDING I

November 14, 2001

Ms. Karen Patek
Minnesota Nurses Association
1625 Energy Park Drive
St. Paul, MN 55108

Dear Karen:

Re: Fairview Health System Corporate Health Insurance Plan

This is to confirm our full and complete understanding of the option available for represented nurses at Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus to participate in the Fairview Health System Corporate Health Insurance Plan during the term of this agreement. No contract provisions are applicable to nurses with respect to the Fairview Health System Corporate Health Insurance Plan other than the commitments stated herein.

During the open enrollment period for health insurance effective as of January 1, 2002, each nurse shall have the option of enrolling in the Fairview Health System Corporate Health Insurance Plan or the MNA Health Insurance Plan as outlined in Section 28 (A) of the Collective Bargaining Agreement.

Full-time nurses and part-time nurses meeting the hours requirements in Section 6 (C) (3) of the Collective Bargaining Agreement shall be eligible to participate in the Fairview Health System Corporate Health Insurance Plan. The Fairview Health System Corporate Health Insurance Plan will offer a single plus one option for the term of this contract.

The Hospital shall pay eighty-five percent (85%) of the single employee premium for those nurses electing single coverage under the Fairview Health System Corporate Health Insurance Plan. The Hospital shall pay seventy percent (70%) of the single plus one and family premium for those nurses electing single plus one or family coverage under the Fairview Health System Corporate Health Insurance Plan. The respective balance of the premium cost shall be paid by the nurse.

In addition, a nurse who terminates employment at or after age 55 or who meets the rule of 85 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 coverage in the Fairview Health System Corporate Health Insurance Plan 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.

Please let me know as soon as possible if you do not agree with this summary of our agreement.

Sincerely,

SIGNED

John G. Erickson
Director of Employee/Labor Relations

Letter of Understanding II
between
Fairview Southdale Hospital and
Fairview University Medical Center – Riverside Campus
and the
Minnesota Nurses Association

The following summarizes the agreement between Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus and the Minnesota Nurses Association on the establishment of a Per Diem Nursing Program at each Hospital. The pool of per diem nurses employed by the Hospital is to be utilized to supplement the full- and regularly scheduled part-time staff.

Eligibility

- Any Registered Nurse who has at least one year of recent acute care nursing experience and agrees to the higher rate of pay in lieu of benefits.
- Per Diem nurses may not hold any other benefit-eligible positions within Fairview or work for Fairview through an outside agency.

Overtime Classification

- Overtime will be paid at a time and one-half rate for all hours worked in excess of 40 hours in a workweek, except that hours worked in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double (2) time.

Work Requirements

- Prescheduled for four evening, night, or weekend shifts per four weeks provided there are available shifts. Provided there is a need, one of the four required shifts will be a weekend shift. Required learning days will be counted toward meeting the work requirement.
- Must be scheduled at least one of the following holidays per calendar year:
 - July 4th
 - Thanksgiving
 - Christmas
 - New Years

The holiday sign-up procedure will be developed by the Staffing Advisory Committee on each campus.

- Per diem nurses may be terminated or transferred to a casual status if they do not fulfill their work agreement. Failure to complete required education, competencies, or performance appraisal will result in termination.

Wage Scale

	Weekdays			Weekends		
	Day	Evening	Night	Day	Evening	Night
6-1-04	40.95	43.05	44.10	42.00	44.10	45.15
6-1-05	42.59	44.77	45.86	43.68	45.86	46.96
6-1-06	44.29	46.56	47.70	45.43	47.70	48.83

- The Per Diem wage scale will apply only after the required orientation is completed. During orientation, the contract staff nurse salary rates outlined in the contract will apply.
- A Per Diem nurse who works on a holiday will be paid the regular rate of pay for the hours worked. In addition, Per Diem nurses working on a holiday will receive one-half (½) hour of straight time pay for each hour worked on the holiday.
- Per Diem nurses recognized by the Hospital to be acting in an authorized charge capacity shall be paid the appropriate charge differential as specified in the contract.
- Per Diem nurses recognized by the Hospital to be acting in an authorized preceptor capacity shall be paid the appropriate preceptor pay as specified in the contract.

Seniority and Benefits

- All hours worked by Per Diem nurses will accrue toward seniority and pension eligibility. For purposes of contract applicability, Per Diem nurses shall be covered by the contract language in Sections 1, 2E, 3B, 3E, 3G, 4F, 4H, 4N, 4Q, 4S, 5, 6D, 10E, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28E, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41 consistent with casual nurses except as outlined herein.
- Per Diem nurses are otherwise ineligible for all other benefits except those described herein including, but not limited to, vacation, sick time, bonuses, premiums, differentials, holidays, and all insurance coverages including medical, dental, long-term disability, and life insurance.

Schedule

- Regularly scheduled part-time, non-overtime nurses shall first be assigned extra work shifts as the schedule is made out. Per Diem nurses and unscheduled casual nurses will then be offered available shifts concurrently as per the SAC policies on each campus.
- For purposes of overtime, Per Diem nurses scheduled to work overtime will be cancelled first, followed by casual nurses scheduled to work overtime, and then regularly scheduled nurses scheduled to work overtime. If further staff reductions are necessary involving non-overtime shifts, Per Diem nurses scheduled to work non-overtime will be cancelled first, followed by casual nurses scheduled to work non-overtime, and then regularly scheduled nurses scheduled to work non-overtime.
- A Per Diem nurse may be cancelled with a minimum of two (2) hours advance notice of any confirmed shift.
- Per Diem nurses will be floated to other units prior to the regularly scheduled nurses being required to float.
- Exchanges involving a Per Diem nurse are permissible with Nurse Manager approval.
- The Labor Management Committee at Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus will be charged with the review, monitoring, and implementation of changes to the Per Diem program as agreed to by the committee at their respective site.

- *Per Diem positions will be posted and filled as outlined in the contract. Not more than ten percent (10%) of the nursing care hours may be provided by per diem nurses.*

FAIRVIEW HEALTH CARE SERVICES

MINNESOTA NURSES ASSOCIATION

By _____
John Erickson
Director of Labor Relations

By _____
Karen Patek
Senior Staff Specialist, Labor Relations

Letter of Understanding III

This is to confirm the following two additional agreements reached during the 2004 contract negotiations between Fairview Health Services (Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus) and the Minnesota Nurses Association:

1. The Hospital shall continue to pay the Association representatives elected to serve on the Association's negotiation team at each nurse's regular rate of pay for bargaining time provided the Hospital and the Association utilize a mutually agreeable collaborative bargaining process.
2. No new job description or role definition for the Charge RN that places the Charge RN in a statutory supervisory status will be developed by the Hospital.

FAIRVIEW HEALTH CARE SERVICES

MINNESOTA NURSES ASSOCIATION

John Erickson
Director of Labor Relations

Karen Patek
Senior Staff Specialist, Labor Relations

ACTION PLANS

During the 1998 negotiations, the parties reviewed progress in the Action Plans resulting from the 1995 negotiations. They determined that some of the Action Plans had been completed, some were on-going, and some had further work to be accomplished. In addition, the parties reached agreement on additional actions which are to occur during the term of this 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 Hospital and the Minnesota Nurses Association Labor Management process.

The following agreed upon Action Plans shall continue during the 2004-2007 Contract:

JOB SECURITY

It is the intent of the hospitals to enhance the employment security of the Registered Nurses through application of the following principles and strategies:

- Involve the Minnesota Nurses Association in an on-going dialogue related to job security of Registered Nurses in the evolving health care environment.
- Provide an opportunity for Minnesota Nurses Association members to have meaningful involvement in implementation of change that may affect job security of Registered Nurses.
- Provide employment security to the degree possible by exploring all options prior to layoff (see layoff framework).
- Provide for cross training of the registered nurse staff that may enhance the job security of the nurse and increase flexibility in staffing for fluctuating patient volumes, including volume reductions or redesign. Cross training is defined as the orientation to another unit for the purpose of filling routinely scheduled shifts on that unit.
- If reduction in services are necessary, every effort will be made to identify suitable open positions and provide employee assistance.

HOSPITAL AND MINNESOTA NURSES ASSOCIATION RELATIONSHIPS

Each Hospital will develop and implement a policy whereby a nurse participating in an investigatory meeting that reasonably could lead to disciplinary action shall be advised that she/he may have Minnesota Nurses Association representation during such meeting.

TIME OFF FOR ASSOCIATION ACTIVITIES

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

LAYOFF AND RECALL PROCESS

- A. As part of the continuing communication between the parties through each Hospital's system for cooperative labor-management, the Hospital will share its data and assessment of patient volume and projections, reimbursement changes, pay or contract changes, and other environmental factors. The Hospital will notify the Association if it is considering layoffs.
- B. All options will be considered prior to layoff. These include, but are not limited to:
- ✓ Voluntary leaves under Section 13 (E)
 - ✓ Permanent or temporary voluntary decrease of scheduled hours
 - ✓ Voluntary retraining
 - ✓ Early retirement as provided in Section 14 (E)
 - ✓ Alternate positions
 - ✓ Mutually agreed upon severance packages
 - ✓ Other ideas mutually agreeable to the parties and consistent with the Contract Agreement.
- C. A plan will be mutually developed for implementing the contract provision relating to layoff that fits the individual situation and provides senior nurses greater options. It will identify units affected, education/training needs, competencies for replacing junior nurses on specific units, mechanics of notifying nurses, and data to be tracked (e.g., overtime, intermittent, casual, and extra shifts worked and volume increases) that will trigger a recall.
- D. The parties will jointly review data on a continuing basis. The indicators that a recall is needed will be identified.
- E. In implementing recall, a system will be used that results in senior nurses having greater options and not being disadvantaged by the recall of junior nurses. As in layoff, recall of nurses to their shift, unit, and FTE will be done in seniority order and in a fashion designed to minimize multiple displacement.

REASONS FOR TURNOVER

Each facility will develop a process to identify reasons contributing to a nurse's decision to terminate employment, transfer departments, or transfer to casual part-time status. The results will be reviewed and analyzed at the appropriate Labor-Management committee.

HEALTH INSURANCE PLAN DESIGN

At the first time after June 1, 1998, that the Hospital next considers potential changes in plan design for insurance(s), the following will be considered by the Joint Labor-Management Subcommittee on Insurance and Benefits for inclusion in the plan(s):

1. The ability of the nurse, or dependents of the nurse, to use outside sources of health insurance without decreasing the benefit level (e.g., out-of-network providers) for selected categories of illness.
2. Development of a comprehensive health program that includes access to complementary therapies and incentives for increased participation in wellness programs.
3. Provision that self-insured plans will provide benefits that are no less than those required by Minnesota Statutes for insurance plans and/or health maintenance organizations.
4. Improvements in the options for family dental plans, including coverage for orthodontics and coverage for alternative treatments up to the maximum allowable for the traditional treatments.
5. Process for notification of subscribers concerning changes in composition of providers in the plan networks.
6. Parity for mental health and conform to all changes that may be legislated for insured plans.
7. Coverage for colonoscopy as a screening procedure and other screening procedures with general acceptance in the medical community.

PERFORMANCE PROBLEMS

Develop and implement a process to identify registered nurses who have performance problems and a constructive counseling and education plan designed to remediate the behavior resulting in the performance problem. Specifics will be developed at each facility through the appropriate labor-management process.

STAFFING ADVISORY COMMITTEE

- A. The Staffing Advisory Committee (SAC) of each Hospital will develop a system of granting additional weekend shifts off and monitor the progress of this system.
- B. The Staffing Advisory Committee in each Hospital shall review, discuss, and recommend action related to the following staffing matters:
 - In situations where census fluctuates over the period of a year, a nurse may request to work authorized hours above his/her work agreement for a period of time during the year, then decrease hours for a period of time such that the average hours worked over the period of the year will reflect the nurse's work agreement. The nurse will discuss this request with his/her nurse manager to determine the feasibility. If the request is not resolved between the nurse and manager, the situation will be referred to SAC.
 - Mutually develop a plan for voluntary cross training to other units.

- Will discuss and review the Hospital's contingency plans for severe increases and decreases in patient census, including the facility's diversion plan.

HEALTH AND SAFETY

The Minnesota Nurses Association and Fairview Health Services believe that the American Nurses Association's (ANA) statement regarding Risk Versus Responsibility in Providing Nursing Care addresses the concerns raised about related issues during 2004 negotiations. The ANA document is, therefore, adopted as a Minnesota Nurses Association/Metropolitan Healthcare Council joint statement on this issue. Statement is as follows:

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

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

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

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

As the Suggested Code of 1926 recognizes, the ideal of service is, in fact, an ideal. There are limits to the personal risk of harm the nurse can be expected to accept as a moral duty. The profession does not and cannot demand the sacrifice of the nurse's well being, physical, emotional, or otherwise, or the nurse's life for the benefit of the patient.

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

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

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

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

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

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

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.

FAIRVIEW HEALTH CARE SERVICES

MINNESOTA NURSES ASSOCIATION

By _____ SIGNED _____

By _____ SIGNED _____

Dated: _____ 12-2-98 _____

Dated: _____ 12-2-98 _____

PENSION PLAN NOTE

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

The Pension Plan is funded by the Hospitals without nurse contributions. The instruments for the Plan are kept for your inspection at each Participating Hospital and at the Minnesota Nurses Association office. A summary plan description is available for every nurse by contacting the Wilson McShane Corporation (address and phone listed below).

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

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

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

WILSON MCSHANE CORPORATION
(The Plan Administrator)
2850 Metro Drive #404
Bloomington, MN 55425
952-854-0795 / 800-535-6373

MINNESOTA NURSES ASSOCIATION
1625 Energy Park Drive #200
St. Paul, Minnesota 55108
651-646-4807

YOUR HOSPITAL PERSONNEL OFFICE

STAFF NURSE SALARY

Length of Service	June 1, 2004		
	AD/D	Bacc.	Masters
Start	\$23.42	\$24.23	\$26.05
After 1 year	\$24.89	\$25.76	\$26.83
After 2 years	\$25.92	\$26.83	\$27.74
After 3 years	\$26.93	\$27.88	\$28.82
After 3 years*	\$27.05		
After 4 years	\$27.94	\$28.92	\$29.90
After 4 years*	\$28.06		
After 5 years	\$28.81	\$29.82	\$30.83
After 5 years*	\$28.93		
After 6 years	\$28.86	\$30.70	\$31.74
After 6 years*	\$29.78		
After 6 years**	\$29.90		
After 7 years	\$30.85	\$31.83	\$33.01
After 7 years*	\$30.97		
After 7 years**	\$31.09		
After 8 years	\$31.15	\$32.24	\$33.33
After 8 years*	\$31.27		
After 8 years**	\$31.39		
After 9 years	\$32.36	\$33.49	\$34.63
After 9 years*	\$32.48		
After 9 years**	\$32.60		
After 10 years	\$33.21	\$34.37	\$35.64
After 10 years*	\$33.33		
After 10 years**	\$33.46		
After 12 years	\$33.87	\$35.06	\$36.24
After 12 years*	\$33.99		
After 12 years**	\$34.11		
After 15 years	\$34.80	\$36.01	\$37.23
After 15 years*	\$34.92		
After 15 years**	\$35.04		
After 20 years	\$36.48	\$36.72	\$37.96
After 20 years*	\$36.60		
After 20 years**	\$36.72		
After 25 years	\$36.45	\$37.72	\$38.00
After 25 years*	\$36.57		
After 25 years**	\$36.69		

June 1, 2005		
AD/D	Bacc.	Masters
\$24.35	\$25.20	\$26.08
\$25.88	\$26.79	\$27.69
\$26.98	\$27.91	\$28.85
\$28.01	\$28.99	\$29.97
\$28.13		
\$28.08	\$30.08	\$31.08
\$28.18		
\$29.98	\$31.01	\$32.08
\$30.08		
\$30.85	\$31.93	\$33.01
\$30.97		
\$31.09		
\$32.08	\$33.21	\$34.33
\$32.20		
\$32.32		
\$32.40	\$33.53	\$34.67
\$32.52		
\$32.64		
\$33.68	\$34.83	\$36.01
\$33.78		
\$33.90		
\$34.54	\$35.75	\$38.08
\$34.66		
\$34.78		
\$35.23	\$36.48	\$37.99
\$35.35		
\$35.47		
\$36.18	\$37.48	\$38.72
\$36.31		
\$36.43		
\$36.90	\$38.19	\$39.48
\$37.02		
\$37.14		
\$37.90	\$39.23	\$40.58
\$38.02		
\$38.14		

June 1, 2006		
AD/D	Bacc.	Masters
\$26.33	\$26.21	\$27.10
\$26.82	\$27.88	\$28.80
\$28.04	\$29.02	\$30.00
\$29.13	\$30.16	\$31.17
\$29.25		
\$30.22	\$31.28	\$32.34
\$30.34		
\$31.16	\$32.25	\$33.34
\$31.28		
\$32.08	\$33.21	\$34.33
\$32.20		
\$32.32		
\$33.37	\$34.53	\$36.70
\$33.49		
\$33.61		
\$33.70	\$34.87	\$36.05
\$33.82		
\$33.94		
\$35.00	\$36.23	\$37.45
\$35.12		
\$35.24		
\$36.92	\$37.18	\$38.44
\$36.04		
\$36.16		
\$36.64	\$37.82	\$39.20
\$36.76		
\$36.88		
\$37.64	\$38.83	\$40.27
\$37.76		
\$37.88		
\$38.37	\$39.72	\$41.08
\$38.49		
\$38.61		
\$39.42	\$40.80	\$42.18
\$39.54		
\$39.66		

* Educational increment met at third year or after

** Educational increment met at sixth year or after

ASSISTANT HEAD NURSE SALARY

June 1, 2004	June 1, 2005	June 1, 2006
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ASSISTANT HEAD NURSE SALARY

Length of Service	June 1, 2004		
	AD/D	Bacc.	Masters
Start	\$25.76	\$26.66	\$27.56
After 1 year	\$27.37	\$28.33	\$29.29
After 2 years	\$28.51	\$29.51	\$30.50
After 3 years	\$29.62	\$30.66	\$31.69
After 3 years*	\$29.74		
After 4 years	\$30.73	\$31.81	\$32.88
After 4 years*	\$30.85		
After 5 years	\$31.89	\$32.80	\$33.91
After 5 years*	\$31.81		
After 6 years	\$32.62	\$33.77	\$34.91
After 6 years*	\$32.74		
After 6 years**	\$32.86		
After 7 years	\$33.93	\$35.11	\$36.30
After 7 years*	\$34.05		
After 7 years**	\$34.17		
After 8 years	\$34.27	\$35.47	\$36.67
After 8 years*	\$34.39		
After 8 years**	\$34.51		
After 9 years	\$35.60	\$36.84	\$38.09
After 9 years*	\$35.72		
After 9 years**	\$35.84		
After 10 years	\$36.53	\$37.81	\$39.09
After 10 years*	\$36.65		
After 10 years**	\$36.77		
After 12 years	\$37.25	\$38.56	\$39.88
After 12 years*	\$37.37		
After 12 years**	\$37.49		
After 15 years	\$38.28	\$39.62	\$40.96
After 15 years*	\$38.40		
After 15 years**	\$38.52		
After 20 years	\$39.03	\$40.39	\$41.78
After 20 years*	\$39.15		
After 20 years**	\$39.27		
After 25 years	\$40.08	\$41.48	\$42.88
After 25 years*	\$40.20		
After 25 years**	\$40.32		

June 1, 2005		
AD/D	Bacc.	Masters
\$26.79	\$27.72	\$28.66
\$28.47	\$29.46	\$30.46
\$29.65	\$30.69	\$31.72
\$30.81	\$31.88	\$32.96
\$30.93		
\$31.96	\$33.08	\$34.20
\$32.08		
\$32.96	\$34.11	\$35.26
\$33.08		
\$33.93	\$35.12	\$36.30
\$34.05		
\$34.17		
\$35.28	\$36.52	\$37.75
\$35.40		
\$35.52		
\$35.64	\$36.89	\$38.14
\$35.76		
\$35.88		
\$37.02	\$38.31	\$39.61
\$37.14		
\$37.26		
\$37.99	\$39.32	\$40.65
\$38.11		
\$38.23		
\$38.74	\$40.10	\$41.46
\$38.86		
\$38.98		
\$39.81	\$41.21	\$42.80
\$39.93		
\$40.05		
\$40.59	\$42.01	\$43.43
\$40.71		
\$40.83		
\$41.68	\$43.14	\$44.60
\$41.80		
\$41.92		

June 1, 2005		
AD/D	Bacc.	Masters
\$27.86	\$28.83	\$29.81
\$29.61	\$30.64	\$31.68
\$30.83	\$31.91	\$32.99
\$32.04	\$33.16	\$34.28
\$32.16		
\$33.24	\$34.40	\$35.57
\$33.36		
\$34.27	\$35.47	\$36.67
\$34.39		
\$35.29	\$36.52	\$37.76
\$35.41		
\$35.53		
\$36.69	\$37.98	\$39.26
\$36.81		
\$36.93		
\$37.07	\$38.37	\$38.66
\$37.19		
\$37.31		
\$38.50	\$39.85	\$41.19
\$38.62		
\$38.74		
\$39.51	\$40.89	\$42.28
\$39.63		
\$39.75		
\$40.29	\$41.70	\$43.11
\$40.41		
\$40.53		
\$41.41	\$42.86	\$44.31
\$41.53		
\$41.65		
\$42.21	\$43.69	\$45.17
\$42.33		
\$42.45		
\$43.35	\$44.87	\$46.38
\$43.47		
\$43.59		

* Educational increment met at third year or after

** Educational increment met at sixth year or after

5/7/2004mna steps

DUES DEDUCTION AUTHORIZATION FORM

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

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

(Please check one of the above.)

I further direct that said deductions shall be effective:

- ☐ immediately.
- ☐ at the completion of the first pay period in the first calendar month after I have completed 60 calendar days of employment.

(Please check one of the above.)

Employer: _____

Name: _____
Last First Initial

Address: _____
Number, Street, Apartment Number, P.O. Box

City State Zip Code

Telephone: _____ Social security number: _____

Employee signature: _____ Date: _____

**AMERICAN NURSES ASSOCIATION
CODE OF ETHICS FOR NURSES**

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

October 2001