

Settlement Agreement for Successor Contracts

Allina Health System (“Allina Health” or “Allina”) and the Minnesota Nurses Association (the “Union”) have reached this Settlement Agreement for Successor Contracts (“Settlement”) for those contracts that expired on May 31, 2016 covering the bargaining units of registered nurses at Abbott Northwestern Hospital and Phillips Eye Institute, Mercy Hospital, United Hospital, and Unity Hospital (collectively the “Hospitals”). The terms of this Settlement are as follows:

1. **Wages:** The parties agreed to across-the-board increases to the current base wage scales as follows:

- 2.0 percent increase effective the first day of the payroll period starting closest to June 1, 2016.
- 2.0 percent increase effective the first day of the payroll period starting closest to June 1, 2017.
- 2.0 percent increase effective the first day of the payroll period starting closest to June 1, 2018.

2. **Health Insurance:** The parties agreed to modify the health insurance provisions as follows:

Abbott Northwestern/PEI: Replace Section 24.A with a substitute provision as described in Exhibit A and add a letter of understanding as described in Exhibit A1.

Mercy: Replace Section 26.A with a substitute provision as described in Exhibit B and add a letter of understanding as described in Exhibit B1.

United: Replace Section 28(a) with a substitute provision as described in Exhibit C and add a letter of understanding as described in Exhibit C1.

Unity: Replace Section 26.A with a substitute provision as described in Exhibit D and add a letter of understanding as described in Exhibit D1.

3. **Health Insurance 2:** The parties agreed as follows:

A Health Insurance Committee shall be created that will meet at least four (4) times per year. The purposes of this committee will be to review health insurance information, costs, benefit designs, administration issues, and trends. The committee shall have equal participation of management and labor, which shall have at a maximum twelve (12) members. The Union shall appoint MNA-represented nurses to this committee. By mutual agreement, the committee shall determine the length of the meeting which shall not exceed four (4) hours.

4. **Letters of Understanding:** The parties agreed to renew the letters of understanding listed in the Exhibit E.

5. **Duration:** The parties agreed to contract duration effective the date of ratification through May 31, 2019.
6. **Workplace Safety:** The parties agreed to add a provision in its contract as described in Exhibit F.
7. **Workplace Safety (LMC):** The parties agreed to modify the labor-management committee provisions as described in Exhibit G.
8. **Workplace Safety (ED):** The parties agreed to a new letter of understanding providing as follows:

Abbott Northwestern, Mercy, United, and Unity hospitals will staff a security officer in the Emergency Department 24 hours per day. This security officer will not have primary responsibility for other areas of the hospitals and will not be on the house-wide Code Green team.

9. **Charge Nurses:** The parties agreed to add the following provision to the LMC articles of the respective contracts:
 1. The Hospital and MNA shall jointly create a Charge Nurse Assignment Task Force.
 2. Purpose: The intent of the Task Force is to review units and shifts where charge nurses are regularly assigned full or partial patient assignments. The parties agree that it is essential to provide Charge Nurses with adequate time to be able to, among others; manage the flow of a unit, be a resource to new staff (including staff who newly transfer to the unit), and to temporarily assist with unanticipated changes in a patient's status.
 3. The Task Force shall have the following goal:
 - a. The following units shall be analyzed: inpatient units, ED, and perianesthesia in which the charge nurse is regularly assigned a full or partial patient assignment.
 - b. Evaluate the identified units by: (1) analyzing the reasons why the Charge Nurse may have a full or partial assignment (e.g. filling in for sick calls); (2) identifying staffing and budgetary solutions that where appropriate result in Charge Nurses in the above-identified units not having a full or partial patient care assignment; and (3) developing a timetable to implement any identified solutions.
 - c. The Task Force will oversee the implementation of any identified solutions.
 4. Process: The Task Force shall have a dedicated recorder who will keep minutes at all meetings. If requested by either the Hospital or MNA, the Task Force will utilize a professional facilitator to assist the process.

5. Dispute Resolution: 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 Task Force is unable to reach agreement, a mediator with background and experience in health care matters shall work with the Task Force 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 Task Force may determine. In the event of a dispute regarding the provisions of this Section, changes or decisions will not be implemented until the dispute resolution process is observed.
 6. Participants: This Task Force shall be composed of two (2) MNA representatives selected by MNA, up to three (3) MNA registered nurses selected by MNA from the unit being reviewed, and up to five (5) representatives from hospital management (one of the five shall have the authority to make budgetary decisions). Registered nurses regularly assigned to the night shift shall be relieved of their work the night before or the night of in order to attend the Task Force meetings. Registered Nurses will be relieved from their shift who are working to attend the Task Force meetings in the same manner that labor management committee scheduling is handled.
 7. Meetings: The Task Force shall begin meeting no later than January 2017. The Task Force shall meet twice per month or as otherwise agreed for up to a period of twelve months at which time the Task Force will have finished reviewing all units. The length of each meeting shall be mutually agreed upon. The Task Force shall provide all MNA nurses with a monthly progress report.
 8. Commitment: Allina and MNA agree to enter into this process in good faith with the understanding that it is intended to result in improved patient care and quality of worklife for nurses.
10. The parties agreed to add a letter of understanding that provides as follows:

No change in the Allina First plan shall diminish overall benefits for nurses during the term of this letter of understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Allina First plan to maintain compliance with legal and regulatory requirements. Allina Health also reserves the right to replace the Allina First plan with a substitute plan so long as the change does not diminish overall benefits for nurses.

This Letter of Understanding will sunset on December 31, 2021.

11. The parties agreed to add a letter of understanding that provides as follows:

A. 2017 FSA/HSA Contribution.

1. Health Care Reimbursement Account.

Allina Health agrees to make Health Care Reimbursement Account employer contributions in the amount of \$500 for any nurse with a designed FTE of 0.1 or greater who is not enrolled in the Select Health Savings Plan or Basic Health Savings Plan during the 2017 plan year. Such employer contributions will reduce the maximum employee contributions that may be made under such Account. The employer contributions will be deemed to be made to the general purpose Health Care Reimbursement Account (rather than to the Limited Purpose Health Care Reimbursement Account), unless such nurse provides notice within 30 days of receipt of such employer contributions that such nurse prefers the contributions to be made to the Limited Purpose Health Care Reimbursement Account in order to preserve health savings account eligibility.

2. Health Savings Account

Allina Health agrees to make health savings account (HSA) contributions in the amount of \$500 to any nurse who enrolls in the Select Health Savings Plan or Basic Health Savings Plan through Allina Health during the 2017 plan year.

B. HSA/HRA Contribution.

For nurses who enroll in an Allina Health high deductible health plan during the annual enrollment for the 2019, 2020, or 2021 plan year (i.e., Basic Health Savings Plan or Select Health Savings Plan), Allina Health will provide a one-time, non-taxable contribution to a nurse's Health Savings Account ("HSA") in the amount of \$1000 for 2019, \$500 for 2020, and \$500 for 2021 for years the nurse enrolls in the plan, respectively. Allina Health will provide the HSA contribution in a lump sum payment as soon as practicable after the nurse's high deductible health plan coverage is effective in 2019, 2020, and 2021, respectively. Allina Health will forward the contribution to the Allina Health preferred HSA trustee/custodian, provided the nurse has taken necessary steps to establish the HSA.

For nurses who enroll in the Allina First health plan during the annual enrollment period for the 2019, 2020, or 2021 plan year, Allina Health will make a one-time, non-taxable Health Reimbursement Arrangement ("HRA") employer contribution in the amount of \$1000 for 2019, \$500 for 2020, and \$500 for 2021 for years the nurse enrolls in the plan, respectively.

Allina Health will provide the HRA contribution in a lump sum payment as soon as practicable after the nurse's Allina First health plan coverage is effective in 2019, 2020, and 2021, respectively.

This Letter of Understanding will sunset on December 31, 2021.

12. Tentative agreements reached to date.
 13. The parties agree to otherwise conform the contracts to the specific agreements detailed in this Settlement.
 14. Except as described above, Allina Health and the Union withdraw all proposals.
 15. Allina Health will agree to process grievances filed between June 1, 2016 and the date of ratification through the arbitration step in the grievance-arbitration procedure if requested by the Union. Allina Health is not waiving any defenses it may have in those cases, including but not limited to procedural defenses or defenses on the merits.
 16. The Union will immediately withdraw the following unfair labor practice (hereafter "ULP") charges that were filed with the National Labor Relations Board (hereafter "NLRB") on or before the date of ratification by the Union and bargaining unit nurses and the withdrawal shall be with prejudice: 18-CA-178248, 18-CA-178250, 18-CA-178251, 18-CA-178252, 18-CA-178253, 18-CA-183248, 18-CA-183430, 18-CA-183429, 18-CA-183432, 18-CA-183431, 18-CA-183375, 18-CA-183392, 18-CA-183381, 18-CA-183427, 18-CA-183394, 18-CA-183370, 18-CA-183433, 18-CA-183434, 18-CA-183435, and any other charges filed prior to the date of ratification. With regard to Cases 18-CA-178248, 18-CA-178250, 18-CA-178251, 18-CA-178252, 18-CA-178253, the withdrawal request must include the following statement: "Further processing of the cases will not effectuate the purposes of the Act."
- The Hospitals and the Union (on behalf of itself and the bargaining unit nurses) further agree not to file any additional ULP charges with the NLRB over actions which occurred on or before the date of ratification of this Settlement by the Union bargaining unit nurses. The Parties also agree not to commence any litigation in any state or federal court over actions which occurred on or before the date of ratification of the Settlement by the Union bargaining unit nurses and any such action, if filed, shall be immediately withdrawn with prejudice. Any grievances that relate to the circumstances underlying any ULP charge shall be withdrawn with prejudice.
17. All information requests, to the extent any are outstanding, are withdrawn.
 18. The Union's bargaining committee will unanimously recommend the Settlement for ratification by the bargaining unit members.
 19. **Strike Settlement:** The Strike Settlement Agreement executed on October 11, 2016 is incorporated herein.

EXHIBIT A

24. **INSURANCE BENEFITS:**

A. Health Insurance:

1. Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital's medical insurance plans under the same terms and conditions applicable to the Hospital's non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

Single	85 percent
Single + Children	80 percent
Single + Spouse	75 percent
Family	75 percent

2. A nurse who terminates employment at or after age 55 or who meets Rule of 85 eligibility and is eligible and has applied for pension benefits under a pension plan for Minnesota Nurses Association members to which a hospital employer has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the hospital at which the nurse was last employed, as such program is provided for in this section at the group rate and at the nurse's expense. Such nurse shall be entitled to continue this coverage until such time as both the nurse and her/his spouse qualify for Medicare, at which time the coverage will terminate.

This benefit continuation period is in addition to any C.O.B.R.A. benefits that may apply.

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 "Temporary Staffing Adjustments," Subsection Layoff, of this Contract Agreement.

3. The following provisions shall be applicable to the hospital's existing Health 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.
4. 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 "Part-Time Nurses," Subsection Part-Time Increments, Vacation, and Sick Leave (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.
5. 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.

EXHIBIT A1

ANW-PEI/MNA
Effective Date: [Date of Ratification]
End Date: December 31, 2018

Abbott Northwestern Hospital and Phillips Eye Institute

and

Minnesota Nurses Association

SUBJECT: Health Insurance

In addition to the health insurance plans described in Section 24.A.1 of the collective bargaining agreement, regularly scheduled nurses with a work agreement of 0.4 FTE or greater and employed by the Hospital on the effective date of this letter of understanding may participate in the Choice and Advantage plans as they are designed as of the effective date of this letter of understanding. For 2017 and 2018, the premium subsidies (the amount Allina Health will contribute toward total premiums) will be as follows:

Choice Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

Advantage Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

If a nurse enrolls in one of the Allina Health core plans or declines coverage in the annual enrollment period for the 2017 plan year or in subsequent enrollment periods, that nurse will not be eligible to subsequently enroll in either the Choice or Advantage plan. However, nurses employed by the Hospital on the effective date of this agreement and not currently enrolled in one of the nurse-only plans may enroll in the Advantage or Choice plan for 2017 during the annual enrollment period for the 2017 plan year.

The Choice or Advantage plans will remain in effect through December 31, 2018.

No change in the Choice or Advantage plans shall diminish overall benefits for nurses during the term of this letter of understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Choice and Advantage plans to maintain compliance with legal and regulatory requirements.

Through May 31, 2018, benefit eligible nurses hired after the effective date of this letter of understanding may enroll in the Choice or Advantage plan during the initial enrollment period at the time of hire and as specified in this letter of understanding for subsequent years.

Nurses enrolled in the 250 or Plus plan as of the effective date of this letter of understanding may maintain coverage under the plan through December 31, 2016 with the premium subsidies in effect on the effect date of this letter of understanding.

This letter of understanding will sunset on December 31, 2018.

EXHIBIT B

26. **INSURANCE BENEFITS**

A. Health Insurance:

1. Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital's medical insurance plans under the same terms and conditions applicable to the Hospital's non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

Single	85 percent
Single + Children	80 percent
Single + Spouse	75 percent
Family	75 percent

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

An additional medical insurance program provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 15, "Temporary Staffing Adjustments, Low-Need Days, and Layoff," subsection E relating to Layoff of this Contract Agreement.

3. Regularly scheduled full- and part-time nurses who are participating in the Hospital's medical insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6.C.3 or to a casual part-time status, may continue employee and dependent coverage in the group and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.

EXHIBIT B1

MCY/MNA
Effective Date: [Date of Ratification]
End Date: December 31, 2018

Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: Health Insurance

In addition to the health insurance plans described in Section 26.A.1 of the collective bargaining agreement, regularly scheduled nurses with a work agreement of 0.4 FTE or greater and employed by the Hospital on the effective date of this letter of understanding may participate in the Choice and Advantage plans as they are designed as of the effective date of this letter of understanding. For 2017 and 2018, the premium subsidies (the amount Allina Health will contribute toward total premiums) will be as follows:

Choice Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

Advantage Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

If a nurse enrolls in one of the Allina Health core plans or declines coverage in the annual enrollment period for the 2017 plan year or in subsequent enrollment periods, that nurse will not be eligible to subsequently enroll in either the Choice or Advantage plan. However, nurses employed by the Hospital on the effective date of this agreement and not currently enrolled in one of the nurse-only plans may enroll in the Advantage or Choice plan for 2017 during the annual enrollment period for the 2017 plan year.

The Choice or Advantage plans will remain in effect through December 31, 2018.

No change in the Choice or Advantage plans shall diminish overall benefits for nurses during the term of this letter of understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Choice and Advantage plans to maintain compliance with legal and regulatory requirements.

Through May 31, 2018, benefit eligible nurses hired after the effective date of this letter of understanding may enroll in the Choice or Advantage plan during the initial enrollment period at the time of hire and as specified in this letter of understanding for subsequent years.

Nurses enrolled in the 250 or Plus plan as of the effective date of this letter of understanding may maintain coverage under the plan through December 31, 2016 with the premium subsidies in effect on the effect date of this letter of understanding.

This letter of understanding will sunset on December 31, 2018.

EXHIBIT C

28. INSURANCE BENEFITS

(a) Health Insurance

- (1) Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital's medical insurance plans under the same terms and conditions applicable to the Hospital's non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

Single	85 percent
Single + Children	80 percent
Single + Spouse	75 percent
Family	75 percent

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

An additional medical insurance program provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14, Temporary Staffing Adjustments, Low Need Days and Layoff, Section 6(d) relating to Layoff of this Contract Agreement.

- (3) Regularly scheduled full and part-time nurses who are participating in the Hospital's medical insurance program and who transfer to a part-time position not meeting the hours requirement in Section 6(c)(3) or to a casual part-time status, may continue employee and dependent coverage in the group and medical insurance program at the group rate and at the nurse's expense for a maximum period of eighteen (18) calendar months.

EXHIBIT C1

UHI/MNA
Effective Date: [Date of Ratification]
End Date: December 31, 2018

United Hospital

and

Minnesota Nurses Association

SUBJECT: Health Insurance

In addition to the health insurance plans described in Section 28(a)(1) of the collective bargaining agreement, regularly scheduled nurses with a work agreement of 0.4 FTE or greater and employed by the Hospital on the effective date of this letter of understanding may participate in the Choice and Advantage plans as they are designed as of the effective date of this letter of understanding. For 2017 and 2018, the premium subsidies (the amount Allina Health will contribute toward total premiums) will be as follows:

Choice Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

Advantage Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

If a nurse enrolls in one of the Allina Health core plans or declines coverage in the annual enrollment period for the 2017 plan year or in subsequent enrollment periods, that nurse will not be eligible to subsequently enroll in either the Choice or Advantage plan. However, nurses employed by the Hospital on the effective date of this agreement and not currently enrolled in one of the nurse-only plans may enroll in the Advantage or Choice plan for 2017 during the annual enrollment period for the 2017 plan year.

The Choice or Advantage plans will remain in effect through December 31, 2018.

No change in the Choice or Advantage plans shall diminish overall benefits for nurses during the term of this letter of understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Choice and Advantage plans to maintain compliance with legal and regulatory requirements.

Through May 31, 2018, benefit eligible nurses hired after the effective date of this letter of understanding may enroll in the Choice or Advantage plan during the initial enrollment period at the time of hire and as specified in this letter of understanding for subsequent years.

Nurses enrolled in the 250 or Plus plan as of the effective date of this letter of understanding may maintain coverage under the plan through December 31, 2016 with the premium subsidies in effect on the effect date of this letter of understanding.

This letter of understanding will sunset on December 31, 2018.

EXHIBIT D

26. INSURANCE BENEFITS:

A. Health Insurance:

1. Regularly scheduled nurses with a work agreement of 0.4 FTE or greater may participate in the Hospital's medical insurance plans under the same terms and conditions applicable to the Hospital's non-contract employees as such plans may be amended from time to time by the Hospital at its discretion, provided that the premium subsidy (the amount Allina Health will contribute toward premiums) for each plan will be as follows:

Single	85 percent
Single + Children	80 percent
Single + Spouse	75 percent
Family	75 percent

2. The following provisions shall be applicable to the hospital's Health Plans:
 - a. Open Enrollment: Open enrollment shall be provided on an annual basis for the hospital's existing plans.
 - b. Appeal Process: The Medical Program shall contain a claim and appeal procedure compliant with ERISA which will provide a nurse with the opportunity to challenge the denial of claim for benefits.
3. The Medical Program shall provide continuation coverage in accordance with COBRA and applicable regulations.

EXHIBIT D1

UTY/MNA
Effective Date: [Date of Ratification]
End Date: December 31, 2018

Unity Hospital
and
Minnesota Nurses Association
SUBJECT: Health Insurance

In addition to the health insurance plans described in Section 26.A.1 of the collective bargaining agreement, regularly scheduled nurses with a work agreement of 0.4 FTE or greater and employed by the Hospital on the effective date of this letter of understanding may participate in the Choice and Advantage plans as they are designed as of the effective date of this letter of understanding. For 2017 and 2018, the premium subsidies (the amount Allina Health will contribute toward total premiums) will be as follows:

Choice Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

Advantage Plan	
Single	85 percent of the total premium
Single + One	75 percent of the total premium
Family	75 percent of the total premium

If a nurse enrolls in one of the Allina Health core plans or declines coverage in the annual enrollment period for the 2017 plan year or in subsequent enrollment periods, that nurse will not be eligible to subsequently enroll in either the Choice or Advantage plan. However, nurses employed by the Hospital on the effective date of this agreement and not currently enrolled in one of the nurse-only plans may enroll in the Advantage or Choice plan for 2017 during the annual enrollment period for the 2017 plan year.

The Choice or Advantage plans will remain in effect through December 31, 2018.

No change in the Choice or Advantage plans shall diminish overall benefits for nurses during the term of this letter of understanding. Notwithstanding the previous sentence, Allina Health reserves the right to make changes to the Choice and Advantage plans to maintain compliance with legal and regulatory requirements.

Through May 31, 2018, benefit eligible nurses hired after the effective date of this letter of understanding may enroll in the Choice or Advantage plan during the initial enrollment period at the time of hire and as specified in this letter of understanding for subsequent years.

Nurses enrolled in the 250 or Plus plan as of the effective date of this letter of understanding may maintain coverage under the plan through December 31, 2016 with the premium subsidies in effect on the effect date of this letter of understanding.

This letter of understanding will sunset on December 31, 2018.

EXHIBIT E

ABBOTT NORTHWESTERN AND PEI:

Letter of Understanding #1 – Pension Plan Note
Letter of Understanding #2 – Future Bargaining
Letter of Understanding #3 – Payment of Overtime
Letter of Understanding #4 – Workers’ Compensation Pay Supplement
Letter of Understanding #5 – Movement of MNA Carve-outs
Letter of Understanding #6 – Rounding Rule Pay Principles
Letter of Understanding #7 – Allina Clinical Nursing Practice Council
Letter of Understanding #8 – Safe Patient Handling
Letter of Understanding #9 – Acuity System
Letter of Understanding #10 – Patient Flow Programs
Letter of Understanding #11 – Hazmat Education
Letter of Understanding #12 – Payment for Attendance at Meetings
Letter of Understanding #13 – Case Management-Diabetes Educators-Wound Clinicians-Certain Clinicians at the Minneapolis Heart Institute (and February 15, 2007 letter agreement)
Letter of Understanding #14 – VPCI Nurse Clinicians and Mental Health Partial Hospital Nurses
Letter of Understanding #15 – Endoscopy Department Work Agreement
Letter of Understanding #16 – Special Care Nursery Weekend Work Agreement
Letter of Understanding #17 – Nursing Orientation Travel Time
Letter of Understanding #18 – Community or Region Wide Emergency Response
Letter of Understanding – Fund Forfeitures
Letter of Understanding #19 – Recognition of LPN or Other Non-RN Experience
Letter of Understanding – Shifts less than Eight Hours
Letter of Understanding – Mandatory Education Scheduling

MERCY:

Letter of Understanding II – Openings Occurring Less than 24 Hours Before Shift
Health Plan Provisions – LOU 1992 (with understanding that it only applies to the Choice and Advantage plans)
Letter of Understanding – Pediatric Affiliations
Letter of Understanding – Labor/Management Cooperation
Letter of Understanding – Allina Health and Safety
Letter of Understanding – Accommodation
Letter of Understanding – ANA Statement on “Risk vs. Responsibility in Providing Nursing Care”
Health and Safety Action Plan Summary 1998
1998 Mercy Local Action Plan
Letter of Understanding – Master Contract
Letter of Understanding – Workers’ Compensation Pay Supplement
Letter of Understanding – Allina Clinical Nursing Practice Council

Letter of Understanding – Safe Patient Handling
Letter of Understanding – Acuity System
Letter of Understanding – Breaks
Letter of Understanding – Nursing Orientation Travel Time
Letter of Understanding – Community or Region Wide Emergency Response
Letter of Understanding – Fund Forfeitures
2001 Mercy Local Action Plan
2004 Mercy Action Plans
2007 Mercy Work Plan
Agreement Regarding Payment for Attendance at Meetings
Letter of Understanding – RNs working as Interim Patient Care Supervisor
Letter of Understanding – Capacity Pager Program
Agreement: “Clinical Group” in Sections 15. A and E of CBA – Layoff (2011)
Agreement: Section 3.F – Bonus for Extra Unscheduled Weekend Shifts (2011)
Letter of Understanding – Low Need Hours (2011)
Letter of Understanding – Service Leads in Procedural Care Center
Letter of Understanding – Mandatory Education Scheduling

UNITED:

Joint MNA/NMI Task Force Report – Use of Temporary Nurses – LOU Prior to 1998
Pediatric Affiliations – LOU 1992
Seniority – Shared Services and Transfers – LOU 1995
MNA Notification of Business Decision Meetings – LOU 1995
Cafeteria Prices – LOU 1995
United Health and Safety – LOU 1998
Accommodation – LOU 1998
Ergonomics and Safety Issues – LOU 1998
Safe Patient Handling – LOU 2007
Education – LOU 1998
ANA Statement on Risk vs Responsibility in Providing Nursing Care – LOU 1998
Consistent Standard of Care – LOU 1998
Use of Technology and Equipment – LOU 1998
Leadership and Charge Roles – LOU 1998
Parking – LOU 1998
Parking – Action Plan 1998
Parking for Nurses Working Straight Night Shifts – LOU 2007
Master Contract – LOU 2001
Workers Compensation Pay Supplement – LOU 2001
Fund Forfeitures #18 – LOU 2006
Phlebotomy/Transport – LOU 2007
Relationship of Nursing Practice Care Delivery Committee (NPCDC) & Patient Care
Acuity System – LOU 2007
Allina Clinical Nursing Practice Council – LOU 2007
Work Commitment – LOU 2007

United Diabetes Center Agreement
Care Coordinator Agreement – 2004
Care Coordinator Agreement – Amended 2013
Orientation Facilitator Differential – LOU 2001
Payment for Attendance at Meetings – LOU – 2006
Letter of Understanding – Community or Region Wide Emergency Response
Mandatory Education (2009 and Revised 2012)
Orientation (2009)
Mandatory Low Need Days – 2009
Health and Safety Action Plan – 1998
Vacation Scheduling Action Plan – 1998
Staffing and Scheduling Action Plan – 1998
Bottleneck Area Closure Action Plan – 1998
RN Unit Practice Committees Action Plan – 2004
Approval of Funds for Nursing Research – 2004
Transition Agreement to Peri-op Model –2013
Letter of Understanding – Floating, Mandatory Low Need Days, and Reductions 2009
Care Coordinator Agreement (as modified by Nurse Clinician agreement)
Assistant Clinical Manager Agreement
Gift Card in lieu of Meal Vouchers (2012)

UNITY:

Letter of Understanding – Pension Plan Note
Letter of Understanding – Workers’ Compensation Pay Supplement
Letter of Understanding – Current Scheduling and On-Call Benefits
Letter of Understanding – Clinical Nurse Leaders Letter
Letter of Understanding – Community or Region Wide Emergency Response
Letter of Understanding – Nursing Orientation Travel Time
Letter of Understanding – Shifts less than Eight hours
Letter of Understanding – Mandatory Education Scheduling
Letter of Understanding – Changes to Open Shift and Low Need Process
Letter of Understanding – Weekend Scheduling Program
Letter of Understanding – Weekend Bonus to Weekdays

EXHIBIT F

Abbott Northwestern Hospital and Phillips Eye Institute

X. Workplace Safety and Violence Prevention:

1. Workplace Violence Prevention Committee:

ABBOTT NORTHWESTERN

- a. **Participation:** The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least one bargaining unit registered nurse for every 500 nurses in the bargaining unit. Of those nurses, the union may select up to two from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4.N (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. **Scope:** The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. **Meeting Schedule:** The committee will meet regularly, but not less than six times each calendar year.

PEI

- a. **Participation:** The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least one bargaining unit registered nurse. Of those nurses, the union may select up to one from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4.N (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. **Scope:** The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. **Meeting Schedule:** The committee will meet regularly, but not less than four times each calendar year.

- 2. The Hospital will provide at least two hours of classroom (face-to-face) workplace safety training each year. One of the trainers will be an RN clinical expert.

Mercy Hospital

X. Workplace Safety and Violence Prevention:

1. Workplace Violence Prevention Committee:

- a. **Participation:** The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least one bargaining unit registered nurse for every 500 nurses in the bargaining unit. Of those nurses, the union may select up to two from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4.O (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. **Scope:** The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. **Meeting Schedule:** The committee will meet regularly, but not less than six times each calendar year.

2. The Hospital will provide at least two hours of classroom (face-to-face) workplace safety training each year. One of the trainers will be an RN clinical expert.

United Hospital

X. Workplace Safety and Violence Prevention:

1. Workplace Violence Prevention Committee:

- a. **Participation:** The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least one bargaining unit registered nurse for every 500 nurses in the bargaining unit. Of those nurses, the union may select up to two from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4(p) (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. **Scope:** The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. **Meeting Schedule:** The committee will meet regularly, but not less than six times each calendar year.

2. The Hospital will provide at least two hours of classroom (face-to-face) workplace safety training each year. One of the trainers will be an RN clinical expert.

Unity Hospital

X. Workplace Safety and Violence Prevention:

1. Workplace Violence Prevention Committee:

- a. **Participation:** The Hospital's committee or sub-committee responsible for addressing workplace violence prevention will include at least two bargaining unit registered nurses. Of those nurses, the union may select up to two from the bargaining unit at the Hospital to participate in that committee.

The nurses participating on the committee will be paid at their regular rate for time spent attending committee meetings. If the committee meets during the nurse's shift, the nurse will be released from duty to attend the meeting. If the meeting occurs on a nurse's day off, attending the meeting will not trigger the reporting pay requirement in Section 4.N (Reporting Pay).

Attendance at the committee meetings is required. If a nurse misses more than two meetings in a six-month period, the nurse will be removed from the committee absent exceptional circumstances.

- b. **Scope:** The committee will review data regarding workplace safety incidents, may make recommendations for educational needs, training content, and other measures to improve workplace safety.

If a pattern or trend arises, the committee may make recommendations for additional education or changes to policies.

- c. **Meeting Schedule:** The committee will meet regularly, but not less than six times each calendar year.

2. The Hospital will provide at least two hours of classroom (face-to-face) workplace safety training each year. One of the trainers will be an RN clinical expert.

EXHIBIT G

Abbott Northwestern Hospital and Phillips Eye Institute

20. **LABOR MANAGEMENT PRINCIPLES AND ACTIVITIES:**

- A. The parties agree to the benefit of continued mutual problem solving and resolution of conflicts that arise during the course of the administration of the contract. The committee shall coordinate the discussion and resolution of these activities on an organizational and local station/unit basis. The standing agenda items shall include staffing and scheduling, professional practice, open positions, workplace violence prevention, and other administrative or organizational concerns.
1. Membership in the hospital Labor Management Committee shall consist of an equal, if possible, number of elected MNA chairpersons or representatives, MNA staff, human resources, vice president of patient care, and other management or labor representatives as needed. The committee shall meet ten out of 12 months for two to three hours a month. The committee will identify chairpersons and develop agendas that are mutually agreed upon. Ad hoc groups may be commissioned by the Labor Management Committee to perform specific work related to continued acuity evaluations, staffing and scheduling issues, health and safety issues, workplace violence prevention, and professional practice. These work groups shall report back to the main Labor Management Committee.
 2. Membership in the local station/unit or department labor management shall consist of the manager/director, MNA chairpersons, MNA representatives, and others that may be agreed to. These committees shall be responsible for coordinating the local concerns that arise on the unit. The scope of the local labor management committee may involve professional practice issues, staffing and scheduling, workplace violence prevention, and review of contractual obligations. Minutes shall be taken and posted on the unit and forwarded to the organizational committee for review.
- B. Principles the parties have agreed to related to professional practice staffing and scheduling and health and safety are outlined below:
1. Professional Practice:

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

Representatives will be included in any care delivery changes, including cost reduction initiatives.

Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically delegated dependent functions. Registered nurses, supported by the licensed practical nurses (LPN) and unlicensed assistive personnel (UAP), are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to the LPN and the UAP in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the LPN or UAP has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse. Only the registered nurse will receive the physicians' telephone and verbal orders which are to be implemented by the nursing staff.

2. Floating:

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

3. Non-Nursing Functions:

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

4. Staffing and Scheduling:

The committee will develop a process to utilize *Concern for Safe Staffing Reports* to identify and address professional concerns and develop the guidelines for: weekend, holiday and vacation scheduling, on-call, floating, overtime, weekends, and breaks.

5. Health and Safety:

The representatives of labor and management 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, workplace violence prevention, and education. In addition to providing access to and copies of the OSHA 2000 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.

In considering issues related to workplace violence prevention, the LMC may discuss the length of necessary education provided to bargaining unit nurses. The LMC may also review incidents of workplace violence regarding bargaining unit nurses.

Workplace violence will be a topic for discussion at LMC quarterly or as necessitated by incidents occurring in the Hospital.

6. Acuity (Levels of Care) and Activity Evaluation:

MNA and management, which includes the representation from system quality function, will continue to utilize the acuity (Levels of Care) and activity tool developed in the 1998-2001 negotiations to evaluate acuity for purposes of assignment of patients and longitudinal studies of acuity and activity.

7. Patient Care Equipment:

The hospital will seek and consider staff nurse input before purchasing durable equipment that nurses would regularly be expected to use in performing their patient care duties.

Mercy Hospital

36. LABOR-MANAGEMENT COMMITTEE

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

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

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

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

In considering issues related to workplace violence prevention, the LMC may discuss the length of necessary education provided to bargaining unit nurses. The LMC may also review incidents of workplace violence regarding bargaining unit nurses.

Workplace violence will be a topic for discussion at LMC quarterly or as necessitated by incidents occurring in the Hospital.

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

In addition to the activities listed above, the LMC will jointly identify a bargaining unit nurse leader to recommend to the Hospital Board of Trustees Committee for Nominations at the time of any Board opening. It is the intention to place and maintain a bargaining unit leader on each hospital's Board of Trustees.

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

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

United Hospital

21. LABOR MANAGEMENT COMMITTEE (LMC)

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

In an effort to encourage and support the collective bargaining process, build trust and understanding and manage mutual interests and interactions, the Hospital and Association agree to establish a LMC. The LMC will study, evaluate and make recommendations to either or both parties regarding issues brought before it. It will aim to provide a maximum exchange of information, increased communication throughout all levels of the Hospital and to increase employee understanding of and input into decisions that affect them and their jobs. Minutes from the LMC will be made available to nursing department committees where contract registered nurses are members; and the same committees will make their minutes available to the LMC. In addition, minutes from the Hospital's and Infection Control and Health and Safety committees will be available. Minutes, or portion thereof, may be withheld by the Hospital where the information withheld is considered confidential.

The Hospital and the Association will agree upon the total number of members which shall constitute the LMC with one-half of that number representing the Association and one-half representing the Hospital. The Hospital agrees that senior level management will participate and the Association agrees that the Local Bargaining Unit Chair and assigned Staff Specialist will participate. The LMC will designate co-chairpersons to manage its business, one representing the Hospital and one representing the Association. It will meet regularly once per month. Time spent by nurses voluntarily attending meetings, training sessions and task forces, specifically authorized by the LMC, will be supported by Agreement Between Allina Health System and Minnesota Nurses Association Regarding Payment for Attendance at Meetings for Minnesota Nurses Association Chairpersons and Local Union Stewards (Representatives) which will be modified to include payment to MNA designated attendees.

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

In considering issues related to workplace violence prevention, the LMC may discuss the length of necessary education provided to bargaining unit nurses. The LMC may also review incidents of workplace violence regarding bargaining unit nurses.

Workplace violence will be a topic for discussion at LMC quarterly or as necessitated by incidents occurring in the Hospital.

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

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

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

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

Unity Hospital

11. **LABOR MANAGEMENT COMMITMENT:**

We agree that we will engage in frequent and open dialogue concerning labor and management goals and barriers. We will work collaboratively to resolve problems in a timely manner while advancing mutual interests. The success of our relationship is dependent on the ability to engage in frank, open, and honest discussions in an atmosphere of mutual trust and respect. Together, we will strengthen the existence of a professional environment that supports growth and development of the nursing staff and excellence in nursing services. It is our goal to make Unity Hospital known for high quality care and innovation.

A. In order to meet those goals, the parties agree to establish a Labor Management Committee (LMC) to facilitate mutual problem solving and resolution of conflicts that arise during the course of the administration of the contract. The LMC shall coordinate the discussion and resolution of these activities on an organizational and local station/unit basis. The standing agenda items shall include staffing and scheduling, professional practice, open positions, and other administrative or organizational concerns.

1. Membership in the hospital Labor Management Committee shall consist of an equal, if possible, number of elected MNA chairpersons or representatives, MNA staff, Human Resources, the Vice President of Patient Care, and other management or labor representatives as needed. The committee shall meet ten times per year for a mutually agreed upon time frame. The committee will identify chairpersons and develop agendas that are mutually agreed upon. Ad hoc groups may be formed by mutual agreement of the Labor Management Committee to perform specific work as defined by the LMC. These work groups shall report back to the main Labor Management Committee.
2. The Nurse Manager and the unit-based MNA Representative(s) will meet on a regular basis to discuss and resolve concerns on the unit. Concerns not resolved will be elevated to the LMC.

B. The parties have agreed to the following principles for ad hoc committees established by the LMC:

1. **Professional Practice:**
Only a registered nurse will assess, plan, and evaluate a patient's or client's nursing-care needs. The bargaining unit registered nurse is the recognized care coordinator to advance the patient/client plan of care. The registered nurse collaborates in case management with other health care professionals. Only a registered nurse in a supervisory role will evaluate the professional nursing practice of a bargaining unit registered nurse. Minnesota Nurses

Association Representatives will be included in any care delivery changes, including cost-reduction initiatives.

Only a registered nurse shall delegate nursing care and functions. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Minnesota Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, the ANA Code of Ethics for Nurses, or hospital policy. Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the nurse determines appropriate based on her or his assessment. The registered nurse has the authority and accountability over the independent nursing practice and the medically-delegated dependent functions. Registered nurses, supported by assistive personnel, are responsible for the patient's nursing care. The registered nurse is responsible for the nursing tasks and functions she/he delegated to assistive personnel in the practice setting. The registered nurse also has the accountability and authority to define a reporting relationship to ensure that the assistive personnel has accepted the assignment and understands the need to report on actions taken, the results of those actions, and the need to communicate untoward events or unusual data collected. A task, once delegated by a registered nurse, may not be re-delegated without the consent of the registered nurse.

2. **Floating:**

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

3. **Non-Nursing Functions:**

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

4. **Staffing and Scheduling:**

The committee will develop a process to utilize *Concern for Safe Staffing Reports* to identify and address professional concerns and develop the guidelines for weekend, holiday, and vacation scheduling, on-call, floating, overtime, weekends, and breaks.

5. **Health and Safety:**

The representatives of labor and management shall consider and develop recommendations on health and safety matters of particular concern to registered nurses, including workplace violence prevention.

In considering issues related to workplace violence prevention, the LMC may discuss the length of necessary education provided to bargaining unit nurses. The LMC may also review incidents of workplace violence regarding bargaining unit nurses.

Workplace violence will be a topic for discussion at LMC quarterly or as necessitated by incidents occurring in the Hospital.

6. **Patient Care Equipment:**

The hospital will seek and consider staff nurse input before purchasing durable equipment that nurses would regularly be expected to use in performing their patient care duties.

C. **Joint Committee on Interpretation (JCI):**

1. A joint committee of Unity Hospital and the Minnesota Nurses Association shall be established to consider questions of interpretation or application of the terms of this Agreement.
2. Two (2) members of the Committee will be appointed by the Hospital and two (2) members will be appointed by the Minnesota Nurses Association. The party making the appointment of any member of the Committee may withdraw such an appointment at any time and substitute a new member or may make a temporary appointment or appoint an alternate, substitute, or proxy for any member of the Committee. Any member of the Committee may designate a proxy to act for him/her at any meeting of the Committee, and such proxy may be another member of this Committee.
3. Any party to this Agreement may refer to the Committee any questions concerning the meaning, interpretation, construction, or application in any situation of the terms of this Agreement. Such reference will be in writing and will state the facts involved, if any, and the question at issue as clearly as possible. The Committee may require any party to furnish additional information. The Committee will render all answers or decisions in writing and make available to Unity Hospital and the Minnesota Nurses Association.

However, if any matter involves an individual who does not desire to be named in the published determination, the name of such individual may be omitted.

4. If the Committee cannot reach an agreement, they shall promptly notify the parties and refer the problem back to the parties for disposition pursuant to other provisions of this Agreement.

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