PROPOSAL NO. 2:  HOURS

Section 2
C.  Scheduling:

The general pattern of scheduling will be as follows:

1. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit. If necessary to allow for flexibility in scheduling, 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 working eight (8) hour shifts normally shall not be required to work more than days and relief evennings or straight evenings or straight nights days or days and nights unless by mutual agreement between the Hospital and the individual nurse.

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

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

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

6. Nurses will equitably share the assignment of Monday and Friday shifts.

7. Eligibility for Every Fourth Weekend Worked:

Regularly scheduled full-time nurses (1.0 FTE) who work straight evennings or straight nights will be eligible for a schedule working every fourth weekend, provided they have been in their current position for twelve (12) consecutive months. The establishment of such positions will be at the discretion of the unit manager and will be phased in based on staffing needs.

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8. 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.

9. No Floating Benefit for 20 Calendar Years in the Bargaining Unit:

Nurses who have worked for 20 continuous calendar years in the bargaining unit will be eligible not to float except in instances when all the RNs on a given unit have floated within the last seven days or when no other eligible and qualified RN is available to float; the 20 calendar year RNs will float based on seniority.

D. Every Third Weekend: In order to decrease scheduled weekends for full- and part- time nurses, the hospital and the MNA will work together to develop, implement, and monitor unit plans to increase the number of nurses working every third weekend.

A. Regularly scheduled nurses with twenty (20) calendar years in the bargaining unit will be eligible to have the option to work every third weekend.
B. Regularly scheduled nurses with at least fifteen (15) years of bargaining unit seniority will be eligible to have the option to work every third weekend.
C. Regularly scheduled .8 to full-time nurses who work straight evenings and nights and who have at least five (5) years of bargaining unit seniority will be eligible to have the option to work every third weekend.

Implementation will be monitored by the Labor Management Committee.

The Hospital will review the current schedules on each unit in order to determine if additional weekends off can be offered. It is recognized that to the extent that every third weekend schedules are created on a unit, the balance of the staff on such units may be required to work additional weekends as defined in Section 2 “Hours”, Subsection C, “Every Third Weekend.”

Eligible nurses on the unit will be offered every third weekend in order of seniority.

E. Bonus for Extra Unscheduled Weekend Shifts:

Full-time, regularly scheduled part-time, and casual nurses who work more than required weekend shifts shall be paid an additional one hundred dollars ($100.00) for each additional full eight- (8) hour weekend shift and fifty dollars ($50) for each additional non-scheduled four- (4) hour shift. The provisions of this section shall apply to all shifts worked between 3:00 p.m. Friday and 7:30 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours.

F. Split Shifts:

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

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GE. 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.

Scheduled shifts of less than eight (8) hours may be utilized on such units if a nurse voluntarily agrees to such shifts.

Shifts of less than eight (8) hours may be utilized on 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 “Hours,” Subsection Flexible Work Schedules.

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.

HG. Call In To Work 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.

IH. Flexible Work Schedules (Other than Eight- [8] Hour Shifts):
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. In addition, the hospital may post permanent flexible positions. The parties agree that all provisions of the contract apply to nurses opting to be scheduled other than on an 8/80 work agreement, except as outlined below. 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 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. The nurse may return to his or her previous eight- (8) hour position.

When the nurse is hired for or transfers into a permanent flexible position, the nurse or hospital cannot discontinue this position. A nurse may apply for posted open and available positions. The hospital may elect not to post vacated permanent flexible schedule positions.

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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 “Hours,” Subsection Hours of Work and Overtime. 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. Staff on permanent flexible schedules may be scheduled to work shifts during the week as unit staffing patterns require. Nurses will equitably share the assignment of Monday and Friday shifts. Nurses working every third weekend twelve (12) hours or every third weekend eight (8) hours may be required to work a Friday 7:00 p.m. to 7:00 a.m. or 11:00 p.m. to 7:00 a.m. shift prior to their weekend off. This will not occur more than once in an eight- (8) week schedule.

4. 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.

5. PTO shall be accrued and granted at a rate proportionate to that specified in Section “Paid Time Off” for registered nurses who are not working a flexible work schedule. PTO will be paid for the total scheduled hours lost and shall be deducted from the accumulated PTO bank at the same rate. Holiday pay shall be based on the number of hours regularly scheduled under the Flexible Schedule. In no event will the occurrence of PTO have the effect of diminishing the number of hours normally paid to a nurse in a payroll period.

6. Typically a nurse will not be scheduled more than three (3) consecutive days of twelve- (12) hour shifts without her or his consent, except for over a four-day holiday weekend. Nurses working three (3) consecutive twelve-(12) hour shifts shall not be scheduled for an additional eight (8) hours shift prior to or following such consecutive twelve (12) hours shifts except by the nurse’s request.

7. The hospital and the Minnesota Nurses Association shall meet periodically during the term of this Agreement to review and discuss and consider the effect of flexible schedules.

A nurse may revoke her or his consent to a flexible work schedule pursuant to this program by giving written notice in accordance with Section “Hours,” Subsection Flexible Work Schedules. 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 flexible work schedule.

The hospital shall likewise give a nurse notice of equal length in the event the flexible work schedule is discontinued.

H. Alternative Weekend Schedules:

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

1. Unless otherwise expressly modified by this Subsection, the provisions of Section “Hours,” Subsection Flexible Work Schedules, shall be fully applicable to the Alternative Weekend Schedules.

2. Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 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 or three eight- (8) hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. The nurse will receive thirty-six (36) hours of pay at the nurse's regular rate of pay for these twenty-four (24) hours of work.

4. A nurse working two (2) twelve- (12) hour or three (3) eight- (8) hour weekend shifts on an Alternative Weekend Schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually-provided benefits, including pension and seniority. A nurse will receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work.

5. For purposes of Section “Voluntary and Mandatory Low-Need and Layoff,” Subsection Mandatory Low-Need Days, 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 off for a portion of her/his scheduled eight- (8) or twelve- (12) hour 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 “Voluntary and Mandatory Low-Need and Layoff,” Subsection Voluntary Low-Need Days and Leave, will be given one and one-half (1½) hours credit toward benefits for all hours lost.

6. PTO used shall be paid and deducted from the nurse's accumulated PTO at the same rate as it is accrued.

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 “Hours,” Subsection Bonus for Extra Unscheduled Weekend Shifts relating to the Weekend Bonus, and Section “Salary,” Subsection Length of Service Upon Promotion relating to the Weekend Premium, and Section “Salary,” Subsection Shift Differential relating to Shift Differential, shall not apply to the two (2) twelve- (12) hour or three (3) 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 “Hours,” Subsection Flexible Work Schedules 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 “Hours,” Subsection Flexible Work Schedules. The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the Alternative Weekend Program.

The hospital shall likewise give a nurse notice of equal length in the event the Alternative Weekend Program is discontinued. If the program is discontinued at the conclusion of a pilot or trial period of specified length, not to exceed six (6) months, the nurse shall be returned to the position she or he held prior to the pilot period. If Alternative Weekend Schedules are otherwise discontinued, the nurse 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 an eight- (8) hour or twelve- (12) hour shift between 3:00 p.m. Friday and 7:30 a.m. Monday shall continue to receive pay as set forth in this Section “Hours,” Subsection Alternative Weekend Schedules. Any nurse who

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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.

_Upon the adoption of these proposals, such technical changes as necessary shall be made in order to conform existing contract language with newly modified language contained in the proposals._

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