

*Fairview Southdale Hospital and the University of Minnesota Medical Center, Fairview –
West Bank Opening Proposals
March 26, 2019*

Our patients come first and our nurses are our partners in their care. Together, we must balance a variety of needs with limited resources and create a sustainable outcome for everyone.

We continue to hope for a productive and cooperative negotiation. We need to reach a contract agreement that allows us to meet the needs of our patients and the challenges of the changing health care environment.

To encourage and support a spirit of congenial and collaborative 2019 negotiations, Fairview first offered an option to bargain a wage-only contract renewal. The MNA rejected that offer. We remain open to that approach at this time.

We are now moving forward—as we do in a normal bargaining process—to offer our initial, opening proposals. Our intent is to reach a reasonable agreement that is good for our patients, our nurses and our hospitals in this negotiation.

Opening Proposals

1. Replace the University of Minnesota Medical Center, Fairview – Riverside Campus with the University of Minnesota Medical Center, Fairview – West Bank wherever that name is used in the contract.

2. Add language to limit the number of double shifts a nurse can work on consecutive days (Section 3 A – Hours of Work and Overtime).

Except in the case of emergency or when a nurse is called into work while on-call, a nurse may not work more than 120 hours in any pay period, which must include the nurse's regularly scheduled shifts. For purposes of this paragraph, paid vacation days, holidays not worked, sick days, jury duty, bereavement, and on-call hours not worked shall not be counted in determining if a nurse will or has reached the 120 hour limit. Paid workshops, mandatory meetings, orientation, and paid office or special project time will be included. In addition, except in the case of an emergency, a nurse may not sign up to work, in a rolling seven (7) consecutive day period, more than three (3) double shifts in this period and not more than two (2) consecutive days of double shifts.

3. For clarification purposes, allow exceptions to the call restriction in situations that would have the effect of depriving patients of needed nursing service (Section 5 – On-Call Duty).

A nurse who has attained the age of sixty (60) shall not be required to take on-call duty provided it does not have the effect of depriving patients of needed nursing services.

4. Replace the first paragraphs of Section 5 A and B with language stating that the off-premise on-call pay rate shall be \$9.86 and on-premise on-call pay shall be paid at the State or Federal minimum wage, whichever is higher.

Section A - Off-Premises On-Call Pay:

A nurse shall be paid at an hourly rate of nine dollars and eighty-six cents (\$9.86) 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.

Section B - On-Premises On-Call Pay:

Nurses who are required to remain on Hospital premises during on-call duty shall be paid 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.

5. For clarification purposes only, allow exceptions to the holiday restrictions in situations that would have the effect of depriving patients of needed nursing service (Sections 6 B and 8 G).

Section 6 B - Part-Time Holidays:

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 provided it does not have the effect of depriving patients of needed nursing services.

Section 8 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 provided it does not have the effect of depriving patients of needed nursing services.

6. For contract cleanup purposes only, update the outdated language related to the minimum work requirements for casual nurses (Section 6 E - Casual Part-Time – 2nd, 3rd, and 4th paragraphs).

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 192 ~~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 ~~192 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.

~~Beginning January 1, 2008, in order to maintain casual part-time status, casual nurses are required to work a minimum of 192 hours per calendar year.~~

7. To identify staffing needs more accurately, allow for 1-1/2 hour notice of low need (Section 6 E and 14 D).

Section 6 E – Casual Part-Time:

A casual part-time nurse shall be given a minimum of one and one-half (1-1/2) ~~two (2)~~ hours advance notice of the cancellation of any shift of work for which the nurse has agreed to work.

Section 14 D - Mandatory Low-Need Days:

A nurse to be assigned a low-need day pursuant to this Part D shall be given a minimum of one and one-half (1-1/2) ~~four (4)~~ hours advance notice before the beginning of any holiday shift and one and one-half (1-1/2) ~~two (2)~~ hours advance notice before the beginning of any other shift which is being cancelled.

8. Provide a more equitable process and higher thresholds for low need (Section 14 D).

Section 14 D - Mandatory Low-Need Days:

No regularly scheduled ~~part-time~~ nurse shall be required by the Hospital to take more than four (4) ~~two (2)~~ low-need days per Contract year (32 (16) hours). If the least senior ~~part-time~~ nurse on a particular unit and shift has been assigned four (4) ~~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 four (4) ~~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 one and one-half (1-1/2) ~~four (4)~~ hours advance notice before the beginning of any holiday shift and one and one-half (1-1/2) ~~two (2)~~ hours advance notice before the beginning of any other shift which is being cancelled.

9. Delete Section 15 E as it is no longer applicable (Offer of Employment in Other Contracting Hospitals).

10. For clarification purposes only, modify all references to job postings in the 1st and 2nd paragraphs of Section 16 C - Posting and Filling of Positions to reflect the current website job posting process.

If a nursing position is or will be open, the Hospital will post on the Hospital's website bulletin board a notice for a period of at least seven (7) calendar 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, and the required qualifications for the position, ~~and the person to whom to apply.~~

~~A paper copy of hospital postings will be available in Human Resources. The hospital paper posting in Human Resources will be updated on all non-holiday weekdays. There will be bargaining unit participation in improving, selecting, and developing new methods for posting positions.~~

11. Add the following two sentences at the end of the 4th paragraph of Section 16 C – Posting and Filling of Positions so that nurses filling open positions will need to work one year in their current position or obtain manager approval to be eligible for a transfer to a different unit.

Nurses filling posted positions shall be required to maintain a position on that same unit for twelve months following the start date on the unit before transferring to another posted position on a different unit. The limitation on transfer may be waived upon agreement of the nurse and the managers.

12. Delete Section 32 – Social Security and LOU IV for contract cleanup purposes only.

13. Clarify the Hospital's dues deduction obligation ends with the expiration of the contract absent an agreement to extend or renew the contract (Replace Section 35 A – Payroll Dues Deduction).

From June 1, 2019 through May 31, 2022, ~~the~~ Hospital agrees to deduct payments required by this Section 35 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 Hospital's obligations to continue to deduct Union dues and service fees, as provided for above, shall terminate as of June 1, 2022 unless the Association and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

14. Delete the last sentence in Section 42 – Duration and Renewal requiring that bargaining proposals shall be submitted by March 15 of the year the contract has been reopened.
15. The Hospitals propose a new three-year contract agreement (Section 42 – Duration and Renewal).
16. To ensure the competency level of newly hired nurses is appropriately evaluated, add an assessment period for newly hired nurses (New Section).

ASSESSMENT

- A. *Newly employed nurses will have a ninety (90) calendar day assessment period beginning on their first day of employment. Assessment period is defined as an ongoing evaluation of the progress toward functioning independently and demonstrating the specified competencies. The assessment evaluation will be performed by the appropriate manager and include specific input by the preceptor(s).*
- B. *If at any time during the ninety (90) day assessment period it is recognized that the Registered Nurse is not progressing towards completed specified competencies a conference will be held to discuss concerns. An improvement plan with goals and a timeline will be developed and reviewed. Upon request of the nurse, a MNA representative may be present.*
- C. *If it is determined that the nurse is not meeting the needs of the position he/she will be offered reassignment if an open position is available for which he/she may be qualified within four (4) weeks orientation.*
- D. *If no such position is available the nurse will be terminated and offered career guidance.*
- E. *This termination would not be subject to the just cause or grievance and arbitration provisions of the contract.*

The Hospitals reserve the right to add to, amend, change or withdraw items from the list set forth herein.