

Bethesda Hospital, St. Joseph's Hospital and St. John's Hospital Opening Proposals
March 27, 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, HealthEast 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. Correct the following typos from the contract:
 - Change the two (2) hour cancellation time to one and one-half hours (1-1/2) in Section 6 D, paragraph 4.
 - Change the 20 minute call time expectation to 30 minutes in Appendix E – Intent Manual - Section A 8.

2. Delete outdated contract language:
 - Reference to old shift differential amounts in 4 L.
 - Job code numbers at the bottom of the wage scales.
 - Letter of Understanding D and Exhibit 1.

3. For clarification purposes only, 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).

Nurses shall not be required to take on-call duty if any of the following conditions are met provided it does not have the effect of depriving patients of needed nursing services:

- *The nurse is age 55 and has worked a minimum of 52,000 compensated hours*
- *The nurse was hired prior to June 1, 1998, and is age 60*
- *The nurse has 60,000 compensated hours*

4. Replace the first paragraph of Section 5 A and B with language stating that the off-premise on-call pay rate shall be \$10.85 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 ten dollars and eighty-five cents (\$10.85) 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. Eliminate future vacation accrual for casual nurses working 416 or more hours per year (Delete the 6th paragraph in Section 6 D - Casual Part-Time).
6. Provide a more equitable process and higher thresholds for low need (Section 16 D).

Section 16 D - Mandatory Low-Need Days:

No regularly scheduled ~~part-time~~ nurse shall be required by the Hospital to take more than four (4) ~~three (3)~~ low need days per Contract year. If the least senior ~~part-time~~ nurse on a particular unit and shift has been assigned four (4) ~~three (3)~~ low need days, the next least senior ~~part-time~~ nurse scheduled for the particular unit and shift may be assigned the low need day. In any case, the total of low need days under Part D. of this provision shall not exceed four (4) ~~three (3)~~ 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 (1½) hours advance notice before the beginning of the shift.

7. Delete Section 17 E as it is no longer applicable (Offer of Employment in Other Contracting Hospitals).

8. Add the following two sentences at the end of the 4th paragraph of Section 18 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.

9. 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 36 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.

10. Delete the last sentence in Section 43 – Duration and Renewal requiring that bargaining proposals shall be submitted by March 15 of the year the contract has been reopened.
11. The Hospitals propose a new three-year contract agreement (Section 43 – Duration and Renewal).

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