

March 15, 2019

**VIA HAND DELIVERY**

Brenda Woodall  
Labor Relations Specialist  
Minnesota Nurses Association  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

RE: 2019 Metro Negotiations – First Proposal

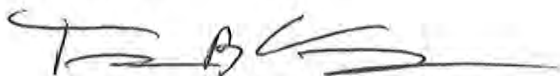
Dear Ms. Woodall:

Allina Health has enclosed a copy of its First Proposal for the 2019 Metro Negotiations. The proposed changes to the collective bargaining agreements, if adopted, would supersede all letters of understanding, jointly created guidelines and policies, joint contract interpretations, “labor-management agreements,” and all other side agreements between the respective hospitals and the union.

The letters of understanding listed in Exhibit J include all of the current and active letters of understanding between the respective hospitals and the union with two exceptions. First, as noted in the First Proposal the list does not include the Mandatory Education – Timing LOU (which does not contain an expiration date and is reviewed and negotiated separately on a system-wide basis) and the Paid Study Time LOU (which expired on December 31, 2018 and is reviewed and negotiated separately on a system-wide basis). Allina Health proposed a new Paid Study Time LOU on November 12, 2018 and again on November 26, 2018. The union acknowledged receipt of the proposed new LOU on November 26, 2018 and on January 2, 2019 the union informed Allina Health that its internal discussions were continuing. The union has not addressed the issue since then. Second, the list does not include LOUs in each of the respective contracts entitled “Health Insurance 2” and “Health Insurance 3.” Those LOUs have specific sunset dates and will sunset by their terms on December 31, 2021.

If you would like to discuss the procedure for the first bargaining session or the negotiations more generally, please feel free to call me at (612) 262-5023 or email me at [timothy.kohls@allina.com](mailto:timothy.kohls@allina.com).

Sincerely,



Timothy B. Kohls  
Vice President • Labor Relations • Allina Health  
MSBA Certified Labor and Employment Law Specialist

Allina Health makes the proposals set forth below.

1. **Low Needs:** Allina Health proposes to replace the low need provisions with a new provision as outlined in Exhibit A to simplify the process for issuing low needs and to standardize the provisions across the metro hospitals.
2. **Extra Hours:** Allina Health proposes to replace the extra hours provisions with a new provision as outlined in Exhibit B to simplify the process for awarding extra hours and to standardize the provisions across the metro hospitals.
3. **Job Vacancies:** Allina Health proposes to replace the job vacancies provisions with an updated provision as outlined in Exhibit C to further streamline the process for filling open positions and to standardize the provisions across the metro hospitals.
4. **Experience Credit:** Allina Health proposes to modify the experience credit provisions at Mercy, United, and Unity as described in Exhibit D to allow experience credit to be given for surgical technician experience outside of Allina Health and to standardize to the experience credit available across the metro hospitals.
5. **Scheduling – Maximum Hours:** Allina Health proposes to modify the hours of work provision at Abbott Northwestern/PEI and Unity as described in Exhibit E to add a 120-hour maximum on hours worked per pay period and to standardize the hours maximum across the metro hospitals.
6. **Working Across Campuses – Mercy/Unity:** Allina Health proposes to add a new letter of understanding as outlined in Exhibit F to allow nurses at Mercy and Unity to voluntarily agree to pick up shifts in designated units at the other campus.
7. **Vacation Allocation Formula:** Allina Health proposes to replace the vacation allocation formula provisions at Abbott Northwestern/PEI, Mercy, and United with an updated provision as outlined in Exhibit G to simplify the language and to standardize the provisions across the metro hospitals.
8. **Sick Call Notice:** Allina Health proposes to add a provision regarding notice for sick calls as described in the attached Exhibit H to better align with the low need provisions and to standardize the notice requirement across the metro hospitals.

9. **Endoscopy LOU:** Allina Health proposes to replace the Endoscopy LOU (LOU #15) at Abbott Northwestern with an updated letter of understanding as outlined in Exhibit I to reflect the current operation of the unit.
10. **Letters of Understanding:** Unless otherwise noted in the attached Exhibit J, Allina Health proposes that letters of understandings currently in effect between the Hospitals and the union will continue in effect through the duration of the successor contracts unless: (1) the letter of understanding contains a specific expiration date that is later than May 31, 2019, or (2) the letter of understanding contains a term or provision that conflicts with another agreement reached through these negotiations.

All letters of understanding that are currently in effect and do not contain a specific expiration date that is later than May 31, 2019 are listed in the attached Exhibit J, except the Mandatory Education – Timing LOU (which does not contain an expiration date and is reviewed and negotiated separately on a system-wide basis) and the Paid Study Time LOU (which expired on December 31, 2018 and is reviewed and negotiated separately on a system-wide basis).

Note: Some letters of understanding apply to Allina Health facilities that are not part of these negotiations. As to those LOUs, this proposal applies only to the renewals of the LOUs as they relate to Abbott Northwestern Hospital and Phillips Eye Institute, Mercy Hospital – Mercy Campus, Mercy Hospital – Unity Campus, and United Hospital.

11. **Duration:** Allina Health proposes that the successor agreements will be effective on June 1, 2019 or the date of ratification, whichever is later, through May 31, 2022.

Allina Health will provide proposals on certain economic items, including wages, at a later time.

Allina Health reserves the right to propose language “clean up” items and to agree to make technical corrections during the contract drafting process.

**Allina Health reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposals submitted by the Union.**

EXHIBIT A  
LOW NEED PROCESS

**XX. TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF**

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this Agreement to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

**x. Temporary Staffing Adjustments:**

1. When making temporary staffing adjustments due to low-need on a shift-by-shift basis, the Hospital will first provide the nurses the opportunity to float to available assignments in other units for which they are currently qualified. Casual nurses will float off the unit before regularly scheduled nurses.
2. If it is necessary to reduce staff, the order of cancellation will be as follows:
  - a. Agency, travelers, or temporary staff (no MLN credit).
  - b. Casual staff on an extra shift in reverse seniority order (no MLN credit).
  - c. Regularly scheduled RN on extra shift in reverse seniority order (no MLN credit).
  - d. Volunteers (no MLN credit).
  - e. Regularly scheduled full- and part-time staff as described in Section 4 (below).

A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. Alternatively, the nurse may elect to use accrued and unused [vacation time/PTO].

**3. Voluntary Low Need (see Section XX.B.2.d):**

Nurses who may be interested in voluntary low need (VLN) hours, should they become available on a future shift for which they are scheduled, may request a VLN through the designated electronic sign up process prior to 2359 on the day before shift the low need is requested by the Hospital (in procedural areas designated by the Hospital nurses must sign prior to 1200).



VLN hours will be given to nurses who have submitted a low need request and will be granted by seniority, with consideration being given to individual unit needs, staff mix, and required specialized skills (e.g. charge, chemo, heart-trained, preceptors, etc.). Nurses who have not submitted a request for a low need shift will not be considered.

If the VLN request list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the VLN hours. The VLN will be awarded to the first nurse who responds once unit needs, staff mix, and required specialized skills are verified with charge nurse. Nurses who want to receive electronic messages notifying them of open VLN hours must notify their manager or supervisor.

At its discretion, the Hospital may request nurses to be voluntarily placed on-call in lieu of a low need (such on-call duty will not count toward any scheduled on-call shift requirement). A nurse accepting such on-call duty in lieu of a low need will be given benefit credit for the hours on-call, including full seniority credit [(and not the partial seniority credit described in Section 5.D)]. The nurse may also elect to take accrued and unused [vacation time/PTO] instead of receiving benefit credit. The 4-hour guarantee provision in Section 5.A and the holiday on-call rate provision in Section 5.C of the collective bargaining agreement will apply to on-call in lieu of a low need.

4. **Mandatory Low Need:**

Mandatory low need (MLN) hours may be issued by the Hospital in 4, 8, or 12-hour increments (or full shifts for nurses working 10-hour shifts). However, the nurse may receive only one MLN per working shift and a nurse's shift cannot be split with an MLN.

The MLN hours will be issued to the least senior nurse in the floating groups (e.g., community, companion unit, float cluster, etc.) with the fewest MLN hours in the contract year. The rotation system will be followed except if in doing so the unit would be left without special skill set. In that case the MLN hours maybe given out of order (to be determined by the charge nurse). A nurse may be skipped in the rotation if the nurse is scheduled to be on-call immediately after the shift.

At the time the MLN hours are issued, a nurse shall indicate his/her desire to be called back if work becomes available (and will have the responsibility to answer or return the call). If no designation is made, the nurse will not be called back. If the nurse agrees to be called back for work after receiving MLN hours, the nurse will continue to be credited as if she received a MLN and these hours will count towards the maximum MLN

hours. Registered nurses will be called back in seniority order (most to least) after considering skill mix.

A nurse shall be required to take no more than twenty-four (24) MLN hours per contract year.

If all nurses on the station or unit and shift which is the subject of staff reduction have been assigned the maximum number of involuntary low-need hours in a contract year, thereafter such nurses shall be assigned to other stations or units for which they are qualified and if, as a result, nurses in such other unit or station are displaced and assigned a low-need day, no such displaced nurse shall be required to accept more than the maximum number of involuntary low-need hours in a contract year.

A nurse who requests and is allowed to take a low-need day rather than accept an assignment to float to another station or unit shall not have that day counted as MLN hours.

A nurse to be assigned MLN hours will be given a minimum of ninety (90) minutes' notice. A nurse called in from low-need status will be guaranteed the minimum reporting pay.

EXHIBIT B  
EXTRA HOURS PROCESS

X. **SCHEDULES AND POSTING**

B. **Additional Hours.**

1. **Before Final Schedule is Posted.**

Preliminary schedules shall be posted electronically with known open extra hours up to six (6) weeks in advance of the start of the schedule. At the same time, an open hours list will be posted electronically for seven (7) calendar days where nurses may indicate their willingness to work the posted open extra hours. After the 7-day period, the open hours list will be closed and the open extra hours will be filled by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

Overtime and bonus shifts will not be awarded prior to the posting of the final schedule unless approved in advance by the hospital and communicated to the nurses. If overtime and bonus shifts are pre-approved, the known open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

After filling the extra hours, the Hospital will post the final schedule.

2. **After the Final Schedule Is Posted.**

When the final schedule is posted any open extra hours not filled through Section 1 (above) will be re-posted by the Hospital, along with any extra hours that become available after the final schedule is posted. The Hospital will also electronically post a new open hours list where nurses may indicate their willingness to work the posted open extra hours.

The open extra hours will be awarded on a "first-come" basis. However, overtime and bonus shifts will not be awarded unless approved in advance by the Hospital and communicated to the nurses. For purpose of this section, nurses who sign up for the extra hours on the same calendar day (0000-2359) will be deemed to have signed up simultaneously. In that case, the open extra hours will be filled by those nurses by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

If overtime and bonus shifts are pre-approved, the open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

3. **Within 24 Hours of the Start of the Extra Hours.**

If extra hours become available within 24 hours of the start of the extra hours, the extra hours will be awarded to nurses who signed the availability/can work list by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.
- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

In order to be considered for extra hours, nurses must have made themselves available by signing the up on the availability/can work list prior to 2359 on the day before the extra hours are posted by the Hospital.

If the availability list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the

unit/department notifying them of the extra hours. The extra hours will be awarded to the first qualified nurse who responds. Nurses who want to receive electronic messages notifying them of open extra hours must notify their manager or supervisor.

If no nurse responds to the electronic message within 15 minutes after it is sent, the Hospital may award the hours to anyone qualified to work on the unit and who agrees to work the extra hours.

EXHIBIT C  
JOB VACANCIES

**Abbott Northwestern/PEI**

**X. SCHEDULES AND POSTING**

- C. Posting and Filling of Positions: If a registered nurse position is or will be open, and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically for a period of ten (10) calendar days before permanently filling the position. Said notice shall include a listing of the position title, responsibilities, the shift, the unit involved, the number of hours per week or payroll period, and the required qualifications, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.

Prior to being considered for a position in any Critical Care Unit (ICU, ED, PACU, Critical Care Float Pool), the RN must take a pre-screening exam. The passing score shall be 80% or greater. The exam results will be reviewed with the RN. The hospital will identify areas for improvement, if appropriate. If the RN does not pass the exam, the RN must wait six months before retesting and reapplying for a critical care position.

The posting will include the date on which it was posted. The posting period will run from the date of the posting until 12:00 a.m. following the tenth day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on the 1st day of the month, the posting period will run until 12:00 a.m. the 11th day of the month.) If no qualified nurses apply within the posting period and the Hospital determines that the position still should be filled (with or without modifications to the job qualifications), then the position will remain posted and may be filled by any qualified applicant.

In filling any such position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the relevant staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the 10-day window, preference will be given by seniority over candidates not currently employed by the Hospital. Nurses who meet the first tier of required qualifications will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first tier of required qualifications, then the Hospital would consider applicants meeting the second tier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second tier of required qualifications, then the Hospital would consider applicants meeting the next tier of qualifications (internal candidates by seniority, then external candidates), depending on the number of tiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

Nurses filling posted positions shall be required to maintain a position on that same unit for six months following the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager. Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.



X. SCHEDULES AND POSTING

- C. Posting and Filling of Positions: If a registered nurse position is or will be open, and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically for a period of ten (10) calendar days before permanently filling the position. Said notice shall include a listing of the position title, responsibilities, the shift, the unit involved, the number of hours per week or payroll period, and the required qualifications, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.

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In filling any such position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the relevant

staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the 10-day window, preference will be given by seniority over candidates not currently employed by the Hospital. Nurses who meet the first tier of required qualifications will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first tier of required qualifications, then the Hospital would consider applicants meeting the second tier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second tier of required qualifications, then the Hospital would consider applicants meeting the next tier of qualifications (internal candidates by seniority, then external candidates), depending on the number of tiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

Nurses filling posted positions shall be required to maintain a position on that same unit for six months following the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager. Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.

EXHIBIT D  
EXPERIENCE CREDIT

Mercy

4. SALARY

- C. Recognition of LPN or Other Non-RN Experience: A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 15, "Temporary Staffing Adjustments, Low-Need Days, and Layoff," shall begin to accrue as of the date the employee commences employment as a registered nurse.

For salary purposes, a licensed practical nurse (LPN) will receive partial credit for previous work as aan LPN in an acute care, long-term, or transitional care facility. ~~For current Allina employees, the~~ credit given is 75% for all hours worked as an LPN within Allina and 50% for all hours worked as aan LPN in non-Allina facilities.

For salary purposes, a certified surgical technician who will be continuing employment moving directly to a position as a registered nurse in the operating room will receive partial credit for previous work as a certified surgical technician in an ~~Allina Metro~~ acute care operating room. ~~This~~ credit is given ~~to current Allina employees and~~ is 75% for all hours worked as a certified surgical technician in an Allina acute care operating room and 50% for all hours worked as a certified surgical technician in a non-Allina acute care operating room.

The maximum salary credit given to ~~internal~~ LPN or certified surgical technician applicants is seven years on the RN salary scale. ~~For external LPN applicants, this credit is 50% for all hours worked as a LPN, up to a maximum of, however, an applicant will not receive more than~~ five years on the salary scale of credit for experience outside of Allina.



## Unity

### 5. SALARY:

#### C. **Recognition of LPN or Other Non-RN Experience:**

A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at the same hospital or at a contracting hospital controlled by the same corporate body but within this bargaining unit shall maintain earned sick leave and PTO/vacation benefits. In addition, such employee shall commence receiving PTO as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said hospital(s). Seniority, for purposes of Section 7 "Voluntary and Mandatory Low-Need and Layoff" shall begin to accrue as of the date the employee commences employment as a registered nurse.

For salary purposes, a licensed practical nurse (LPN) will receive partial credit for previous work as an LPN in an acute care, long-term, or transitional care facility. ~~For current Allina employees, the~~ The credit given is 75% for all hours worked as an LPN within Allina and 50% for all hours worked as an LPN in non-Allina facilities.

For salary purposes, a certified surgical technician who will be ~~continuing employment~~ moving directly to a position as a registered nurse in the operating room will receive partial credit for previous work as a certified surgical technician in an ~~Allina Metro~~ acute care operating room. ~~This~~ The credit ~~is given to current Allina employees and~~ given is 75% for all hours worked as a certified surgical technician in an Allina acute care operating room and 50% for all hours worked as a certified surgical technician in a non-Allina acute care operating room.

The maximum salary credit given to ~~internal~~ LPN or certified surgical technician applicants is seven years on the RN salary scale. ~~For external LPN applicants, this credit is 50% for all hours worked as, however, an LPN, up to a maximum of applicant will not receive more than five years on the salary scale of credit for experience outside of Allina.~~

4. SALARY

- (d) Recognition of LPN or Other Non-RN Experience: A licensed practical nurse or other employee who completes the educational and licensure requirements and becomes a registered nurse, and who continues employment at the same Hospital or at a contracting Hospital controlled by the same corporate body, but within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 14, Temporary Staffing Adjustments, Low Need Days and Layoff, shall begin to accrue as of the date the employee commences employment as a registered nurse.

For salary purposes, a licensed practical nurse (LPN) will receive partial credit for previous work as ~~an~~ LPN in an acute care, long-term, or transitional care facility. ~~For current Allina employees, the~~ credit given is 75% for all hours worked as an LPN within Allina, and 50% for all hours worked as an LPN in non-Allina facilities.

For salary purposes, a certified surgical technician who will be ~~continuing employment~~ moving directly to a position as a registered nurse in the operating room will receive partial credit for previous work as a certified surgical technician in an ~~Allina Metro~~ acute care operating room. ~~This~~ credit is given to current ~~Allina employees and~~ given is 75% for all hours worked as a certified surgical technician in an Allina acute care operating room and 50% for all hours worked as a certified surgical technician in a non-Allina acute care operating room.

The maximum salary credit given to ~~internal~~ LPN or certified surgical technician applicants is ~~7~~ seven years on the RN salary scale. ~~For external LPN applicants, this credit is 50% for all hours worked as, however, an LPN, up to a maximum of 5 applicant will not receive more than five years on the salary scale of credit for experience outside of Allina.~~



EXHIBIT E  
SCHEDULING – MAXIMUM HOURS

Abbott Northwestern/PEI

3. HOURS:

A. Hours of Work and Overtime:

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular workday will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two-(2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1½) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1½) times her or his regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. Overtime payments shall not be duplicated. Paid sick leave, holiday, and vacation hours shall be considered as hours of work for overtime purposes.

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

No nurse shall be disciplined for refusal to work overtime.

A nurse will not be permitted to work more than one hundred twenty (120) hours in a pay period. A nurse will not be permitted to work more than two (2) consecutive double shifts.

## Unity

### 2. HOURS:

#### A. **Hours of Work and Overtime:**

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular workday will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two-(2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1½) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1½) times her or his regular rate of pay for the first four (4) hours of such overtime and will be paid double (2) time for all overtime in excess of twelve (12) consecutive hours. Overtime payments shall not be duplicated. Paid PTO hours shall be considered as hours of work for overtime purposes.

For a nurse who is employed in a position(s) involving two (2) different hourly rates of pay, the overtime rate of pay for on-duty hours in a bargaining unit position shall not be less than one and one-half (1½) times the nurse's regular rate of pay for on-duty hours in the bargaining unit position.

No nurse shall be disciplined for refusal to work overtime.

A nurse will not be permitted to work more than one hundred twenty (120) hours in a pay period. A nurse will not be permitted to work more than two (2) consecutive double shifts.



EXHIBIT F  
FLOATING – MERCY/UNITY

**Mercy and Unity**

MCY-UTY/MNA  
Effective Date: June 1, 2019

**LETTER OF UNDERSTANDING**

**between**

**Mercy Hospital – Mercy Campus  
Mercy Hospital – Unity Campus**

**and**

**Minnesota Nurses Association**

**SUBJECT: Working Across Campuses**

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Registered nurses from one campus may voluntarily elect to work in a designated unit or units at the other campus.

1. To be eligible to participate in this “other campus” program, the nurse must meet the following criteria:
  - The nurse must have received a “meets” or higher on her or his most recent performance evaluation.
  - The nurse must be up-to-date with annual competencies on her or his home unit, without re-mediation.

2. If a nurse is interested in this program, the nurse will contact the Patient Care Manager (PCM) of her or his “home” unit. The nurse will then contact the PCM for the “other campus” unit where the nurse would to work, who will determine need for additional staff.

If the PCM for the “other campus” unit has concerns about a nurse becoming trained to her or his unit, there will be a discussion between the manager, the nurse, and, if requested by the nurse, the MNA co-chairs. If consensus is not reached, the nurse will not be eligible to participate in the program.

3. The nurse must agree to at least a one-year time commitment, or other timeframe mutually agreed between PCM and nurse, to the “other campus” program. During that time, the

nurse must maintain the “other campus” unit’s specific unit-based competencies and have acceptable performance.

Additionally, to maintain competence, the nurse will work in her or his “other campus” unit a minimum of one shift every two months, or as agreed upon per PCM and the nurse.

4. The nurse may pick up shifts in the “other campus” unit in two ways:
  - a. The nurse may pick up shifts through the extra hours process used in the “other campus” unit.
  - b. A nurse may also elect to be pre-assigned to work in the “other campus” unit so long as the shift would not result in overtime.
5. The nurse will accrue pay, benefits, and seniority at their “home” campus.

EXHIBIT G  
VACATION ALLOCATION FORMULA

X. VACATIONS

- x. **Vacation Allocation Formula:** The following formula will be used to determine the total number of vacation hours available per day on each unit.

Step 1: Determine the total number of vacation hours earned during the previous year by multiplying the total compensated hours (not scheduled FTE) for each nurse by the applicable annual vacation accrual rate (e.g., two weeks, three weeks, four weeks).

Step 2: Add each nurse's personal holiday hours (two holidays for part-time RNs, three holidays for full-time RNs) and any sick leave hours converted to vacation to the product determined in Step 1.

Step 3: Add together the total number hours for each nurse determined through Steps 1 through 2.

Step 4: Divide the total number for the unit determined through Steps 1 through 3 by 365 days and increase the result by ten percent (10%).

The final number is the total number of vacation hours per day for the unit.

EXHIBIT H  
SICK CALL NOTICE

Abbott Northwestern/PEI

10. LEAVE WITH PAY FOR ILLNESS/INJURY:

B. Verification of Illness:

The hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required. A nurse shall not be required to explain an illness at the time sick call-in is made. Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital. No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

When calling in sick, nurses should notify the Hospital at least two (2) hours before the start of the shift.

**Mercy**

11. **SICK LEAVE**

- C. Verification of Illness: The Hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required. A nurse shall not be required to explain an illness at the time sick call-in is made. Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the Hospital. No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

When calling in sick, nurses should notify the Hospital at least two (2) hours before the start of the shift.

8. **PAID TIME OFF:**

**B. PTO Usage and Eligibility:**

RNs may begin using earned PTO benefits any time after their first pay period of accrual.

RNs begin accruing PTO benefits on their first day of work with a status of 0.4 FTE or more per pay period. RNs with a status of 0.4 FTE and above shall receive PTO benefits as stated below. PTO shall be used in at least fifteen- (15) minute increments or more and must be accurately reported.

If an employee's work agreement or FTE changes such that the employee loses eligibility and later regains eligibility, the employee's initial eligibility date will remain the same for purposes of determining length of service. If the employee terminates employment with Allina and is rehired within one hundred and eighty (180) calendar days, the employee's initial eligibility date will remain the same for purposes of calculating length of service. If the employee is rehired after one hundred and eighty (180) calendar days, the employee's rehire date will be used as the initial eligibility date.

If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned), including Family Medical Leave Act leaves, except as otherwise provided in Section 8 ("Paid Time Off") of this Agreement and Subsection E, Holidays.

When calling in sick, nurses should notify the Hospital at least two (2) hours before the start of the shift.

An employee will no longer be eligible for PTO when:

- The Employee terminates employment from Allina Health.
- The Employee dies.
- The Employee no longer satisfies the eligibility requirements as defined above.
- The Employee is on an unpaid personal leave of absence.

Since PTO is a consolidation of benefit time, it is recognized that PTO may be utilized for unplanned absence due to illness. When a nurse is using PTO for illness, the hospital may request reasonable evidence of illness. The use of PTO for unscheduled absences will be subject to the hospital's attendance policy which is attached as Appendix B. (The parties have jointly developed processes for addressing unscheduled absences and tardies under the Attendance Policy.)

Nurses on leave shall be able to retain up to eighty (80) hours of PTO during leaves. The ability to reserve PTO is not available for employees on approved intermittent leave of absence. Elections to reserve PTO are irrevocable per each leave.



## United

### 10. SICK LEAVE

- (c) Verification of Illness: The Hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required. A nurse shall not be required to explain an illness at the time sick call-in is made. Such explanation may be required at a later time based on a review of a pattern of sick leave use. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend or days off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the Hospital. No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of sick leave days used. The preceding sentence shall not prevent the use of counseling related to sick leave.

When calling in sick, nurses should notify the Hospital at least two (2) hours before the start of the shift.

EXHIBIT I  
ABBOTT NORTHWESTERN ENDOSCOPY LOU

**Abbott Northwestern**

LOU MNA ANW/PEI #15  
Effective Date: June 1, 2019

LETTER OF UNDERSTANDING  
between  
Minnesota Nurses Association and  
Abbott Northwestern Hospital / Phillips Eye Institute

REGISTERED NURSES IN THE PROCEDURE AND PREP AND RECOVERY AREAS  
ENDOSCOPY DEPARTMENT

1. Endoscopy registered nurses will work between the hours of 6:00 a.m. and 6:30 p.m. unless the decision is made to expand the hours.
2. All Endoscopy nurses (including ACNMs) will arrange for scheduling of the on-call shifts within the unit. This agreement includes the provisions outlined in Section 5, "On-Call Duty."
3. Changes in the future from eight-hour shifts would be voluntary as specified in the labor agreement unless the employer decides to hire into other than eight-hour shifts, which is permitted in the labor agreement. All flexible schedule agreement positions or conversions to ten or 12-hour shifts will be reviewed and mutually agreed upon in MNA Labor Management. Ten or 12-hour shifts and positions will not affect any nurse's eligibility for Shift of Choice or early start times.
6. Prep and Recovery nurses would continue with only "short call" until 8:00 p.m., with Saturday and Sunday scheduling as it currently exists.
7. Helping Hands work would occur only during low census in the Endoscopy area.
8. The ACNMs will take patient assignments frequently enough to maintain competency in their respective areas to cover weekend and call rotations. The ACNMs employed as of the effective date of this LOU will not be required to cross-train to the opposite area, either Procedural or Prep and Recovery.
9. Work areas:
  - A. Current nurses who were grandfathered to either Prep and Recovery or Procedures will continue to work there area and maintain their current FTE and shift.
  - B. Current nurses who rotate between Prep and Recovery and Procedure (Blender position) will continue to work in both areas.

C. Newly-hired nurses will be hired to rotate between Prep and Recovery and Procedures (Blender).

EXHIBIT J  
LETTERS OF UNDERSTANDING

**Abbott Northwestern Hospital / Phillips Eye Institute:**

<u>LOU</u>	<u>Action</u>
LOU #1 – Pension Plan Note	Renew for duration of successor agreement.
LOU #2 – Conformed Contract Sections	Renew for duration of successor agreement.
LOU #3 – Payment of Overtime	<b>Remove from contract book. LOU is already incorporated into 3.H.2. Match language between LOU and contract section.</b>
LOU #4 – Workers’ Compensation Pay Supplement	Renew for duration of successor agreement.
LOU #5 – Movement of MNA Carve Outs	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
LOU #6 – Rounding Rule Pay Principles	Renew for duration of successor agreement.
LOU #7 – Allina Clinical Nursing Practice Council	Renew for duration of successor agreement.
LOU #8 – Safe Patient Handling	Renew for duration of successor agreement.
LOU #9 – Acuity System	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
LOU #10 – Patient Flow Programs	Renew for duration of successor agreement.
LOU #11 – Hazmat Education	Renew for duration of successor agreement.
LOU #12 – Payment for Attendance at Meetings	Renew for duration of successor agreement.
LOU #13 – Other Groups in the Bargaining Unit (and February 15, 2007 letter agreement)	Renew for duration of successor agreement.
LOU #14 – VPCI Nurse Clinicians and Mental Health Partial Hospital Nurses	Renew for duration of successor agreement.
LOU #15 – Endoscopy Department Nurses	<b>Replace with updated LOU. See Item 10.</b>
LOU #16 – Special Care Nursery Weekend Work	Renew for duration of successor agreement.
LOU #17 – Orientation Travel Time	Renew for duration of successor agreement.
LOU #18 – Community or Region Wide Emergency Response	Renew for duration of successor agreement.



Agreement Regarding Pre-Tax Reimbursement Fund Forfeitures	Renew for duration of successor agreement.
LOU #19 – Recognition of LPN or Other Non-RN Experience	<b>Remove from contract book. LOU is already incorporated into Section 4.C.</b>
LOU #20 – Shifts less than Eight Hours	Renew for duration of successor agreement.
LOU #21 – Mandatory Education Scheduling (ANW)	Renew for duration of successor agreement.
LOU #23 – Health Insurance Committee	Renew for duration of successor agreement.
LOU #26 – ED Security	Renew for duration of successor agreement.
LOU #27 – Orientation Facilitator Differential (ANW)	Renew for duration of successor agreement.
LOU #28 – Bonus for Late Cases (PEI)	Renew for duration of successor agreement.
LOU #29 – Personal Floating Holiday Use	<b>Incorporate into Section 6.B and Section 8.A. Do not include in contract book.</b>
LOU #30 – Use of Voluntary Call During Voluntary LOAs	<b>Incorporate into proposed Section 14.B. See Item 1. Do not include in contract book.</b>
LOU #31 – Casual Nurse Requirement	<b>Incorporate into Section 6.E.1. Do not include in contract book.</b>

**Mercy Hospital – Mercy Campus:**

<u>LOU</u>	<u>Action</u>
LOU II – Openings Occurring Less than 24 Hours Before Shift	<b>Remove from contract book. See Item 2.</b>
LOU – Health Plan Provisions (only applies to Choice and Advantage plans)	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
LOU – Pediatric Affiliations	Renew for duration of successor agreement.
LOU – Labor/Management Cooperation	Renew for duration of successor agreement.
LOU – Allina Health and Safety	Renew for duration of successor agreement.
LOU – Accommodation	Renew for duration of successor agreement.
LOU – ANA Statement on “Risk Versus Responsibility in Providing Nursing Care”	Renew for duration of successor agreement.
Health and Safety Action Plan Summary	Renew for duration of successor agreement.
1998 Mercy Local Action Plan	Renew for duration of successor agreement.
LOU – Master Contract	Renew for duration of successor agreement.
LOU – Workers’ Compensation Pay Supplement	Renew for duration of successor agreement.
LOU – Allina Clinical Nursing Practice Council	Renew for duration of successor agreement.
LOU – Safe Patient Handling	Renew for duration of successor agreement.
LOU – Acuity System	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
LOU – Breaks	Renew for duration of successor agreement.
LOU – Orientation Travel Time	Renew for duration of successor agreement.
LOU – Community- or Region-Wide Emergency Response	Renew for duration of successor agreement.
LOU – Pre-Tax Reimbursement Fund Forfeitures	Renew for duration of successor agreement.
2001 Mercy Local Action Plan	Renew for duration of successor agreement.
2004 Mercy Action Plans	Renew for duration of successor agreement.



2007 Mercy Work Plan	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
Agreement Regarding Payment for Attendance at Meetings	Renew for duration of successor agreement.
LOU – RNs working as interim Patient Care Supervisor	Renew for duration of successor agreement.
LOU – Capacity Pager Program	Renew for duration of successor agreement.
Agreement: “Clinical Group” in Sections 15. A and E of CBA – Layoff (2011)	Renew for duration of successor agreement.
Agreement: Section 3.F – Bonus for Extra Unscheduled Weekend Shifts (2011)	Renew for duration of successor agreement.
LOU – Low Need Hours (2011)	<b>Remove from contract book. See Item 1.</b>
LOU – Service Leads in Procedural Care Center	Renew for duration of successor agreement.
LOU – Mandatory Education Scheduling	Renew for duration of successor agreement.
LOU – Health Insurance Committee	Renew for duration of successor agreement.
LOU – ED Security	Renew for duration of successor agreement.
LOU #32 – Process Improvement Projects	Renew for duration of successor agreement.



**Mercy Hospital – Unity Campus:**

<u>LOU</u>	<u>Action</u>
LOU – Pension Plan Note	Renew for duration of successor agreement.
LOU – Workers’ Compensation Pay Supplement	Renew for duration of successor agreement.
LOU – Current Scheduling and On-Call Benefits	Renew for duration of successor agreement.
LOU – Clinical Nurse Leaders	Renew for duration of successor agreement.
LOU – Community- or Region-Wide Emergency Response	Renew for duration of successor agreement.
LOU – Orientation Travel Time	Renew for duration of successor agreement.
LOU – Shifts Less Than Eight Hours	Renew for duration of successor agreement.
LOU – Mandatory Education Scheduling	Renew for duration of successor agreement.
LOU – Changes to Open Shift and Low Need Process	<b>Remove from contract book. See Items 1 and 2.</b>
LOU – Weekend Scheduling Program	<b>Incorporate LOU in contract replacing Section 2.I as provided in LOU. Remove from contract book.</b>
LOU – Weekend Bonus on Weekdays	Renew for duration of successor agreement.
LOU – Health Insurance Committee	Renew for duration of successor agreement.
LOU – ED Security	Renew for duration of successor agreement.

**United Hospital:**

<u>LOU</u>	<u>Action</u>
LOU Prior to 1998 Amended 2004 - Joint MNA/NMI Task Force Report – Use of Temporary Nurses	Renew for duration of successor agreement.
LOU 1992 Amended 2004 – Pediatric Affiliations	Renew for duration of successor agreement.
LOU 1995 - Seniority – Shared Services and Transfers	Renew for duration of successor agreement.
LOU 1995 – MNA Notification of Business Decision Meetings	Renew for duration of successor agreement.
LOU 1995 – Cafeteria Prices	Renew for duration of successor agreement.
LOU 1998 – United Health and Safety	Renew for duration of successor agreement.
LOU 1998 – Accommodation	Renew for duration of successor agreement.
LOU 1998 – Ergonomics and Safety Issues	Renew for duration of successor agreement.
LOU 2007 – Safe Patient Handling	Renew for duration of successor agreement.
LOU 1998 Amended 2004 – Education	Renew for duration of successor agreement.
LOU 1998 – ANA Statement on Risk vs Responsibility in Providing Nursing Care	Renew for duration of successor agreement.
LOU 1998 – Consistent Standard of Care	Renew for duration of successor agreement.
LOU 1998 – Use of Technology and Equipment	Renew for duration of successor agreement.
LOU 1998 – Leadership and Charge Roles	Renew for duration of successor agreement.
LOU 1998 – Parking	Renew for duration of successor agreement.
ACTION PLAN 1998 – Parking	Renew for duration of successor agreement.
LOU 2007 – Parking for Nurses Working Straight Night Shifts	Renew for duration of successor agreement.
LOU 2001 AMENDED 2007 – Master Contract	Renew for duration of successor agreement.
LOU 2001 – Workers’ Compensation Pay Supplement	Renew for duration of successor agreement.
LOU 2006 – Pre-Tax Reimbursement and Forfeitures	Renew for duration of successor agreement.

LOU 2007 – Phlebotomy/Transport	Renew for duration of successor agreement.
LOU 2007 – Relationship of Nursing Practice Care Delivery Committee (NPCDC) & Patient Care	Renew for duration of successor agreement.
LOU 2007 – Acuity System	<b>Remove from contract book. LOU has no continuing relevance or application.</b>
LOU 2007 – Allina Clinical Nursing Practice Council	Renew for duration of successor agreement.
LOU 2007 – Work Commitment	Renew for duration of successor agreement.
United Diabetes Center Agreement	Renew for duration of successor agreement.
Care Coordinator Agreement – 2004	Renew for duration of successor agreement.
Care Coordinator Agreement – Amended 2013 (as modified by Nurse Clinician Agreement)	Renew for duration of successor agreement.
LOU 2001 – Orientation Facilitator Differential	Renew for duration of successor agreement.
LOU 2006 – Payment for Attendance at Meetings	Renew for duration of successor agreement.
LOU 2008 – Community or Region Wide Emergency Response	Renew for duration of successor agreement.
LOU 2009 – Mandatory Education	Renew for duration of successor agreement.
LOU 2009 – Standardized Nursing Orientation	Renew for duration of successor agreement.
LOU 2010 – Low Need Days	<b>Remove from contract book. See Item 1.</b>
Health and Safety – Action Plan Summary 1998	Renew for duration of successor agreement.
Vacation Scheduling – Action Plan 1998	Renew for duration of successor agreement.
Staffing and Scheduling – Action Plan 1998	Renew for duration of successor agreement.
Bottleneck Area Closure – Action Plan 1998	Renew for duration of successor agreement.
RN Unit Practice Committees – Action Plan 2004	Renew for duration of successor agreement.
Approval of Funds for Nursing Research – Action Plan 2004	Renew for duration of successor agreement.
Transition Agreement to Peri-op Model	Renew for duration of successor agreement.



LOU 2009 – Floating, Mandatory Low Need Days, and Reductions	<b>Remove from contract book. See Items 7 and 1. Remainder of LOU has no continuing relevance or application.</b>
Assistant Clinical Managers Agreement	Renew for duration of successor agreement.
Gift Card in lieu of Meal Vouchers (2012)	Renew for duration of successor agreement.
LOU – Health Insurance Committee	Renew for duration of successor agreement.
LOU – ED Security	Renew for duration of successor agreement.
LOU – Call Backs and Guarantee Pay (Surgical Services)	Renew for duration of successor agreement.
LOU – Payment of Call (PACU and GI)	Renew for duration of successor agreement.

**Allina Health**  
**2019 Metro MNA Negotiations**  
**First Proposal Supplement**  
**March 15, 2019**  
**Time: \_\_\_\_\_**

EXHIBIT A  
LOW NEED PROCESS

Abbott Northwestern/PEI

14. **TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF**

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this Contract Agreement to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

~~B. — Voluntary Low Need Days and Leave:~~

~~Before resorting B. Temporary Staffing Adjustments:~~

~~1. — When making temporary staffing adjustments due to Part (D) of this section or any layoff procedure, low-need on a shift-by-shift basis, the hospital/Hospital will offer first provide the full-time and part-time nurses an opportunity to voluntarily request a low-need leave of absence without pay for up to ninety (90) calendar days. The hospital will not permanently fill the nurse's position. In addition, the hospital may, on a day-to-day basis, offer individual low-need days to full-time and part-time nurses. A nurse taking low-need days pursuant to Parts (B) and (D) of this section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.~~

~~C. — Floating in Lieu of Mandatory Low Need Days:~~

~~— If additional low-need reductions are needed, nurses will be given the opportunity to float to available assignments in other units for which they are oriented or otherwise qualified currently qualified. Casual nurses will float off the unit before regularly scheduled nurses.~~

~~D. — Mandatory Low Need Days:~~

~~1. — Registered Nurses will be eligible for mandatory low-need days based on seniority (least senior to most). Registered nurses shall be eligible according to seniority (most senior to least senior) to float to units within the community prior to receiving a mandatory low-need shift.~~

~~2. — Mandatory Low Need Limit:~~

~~No regularly scheduled nurse shall be required by the hospital to take more than three (3) low-need days per Contract year. If the least senior nurse on a particular unit and shift has been assigned three (3) low-need days, the next least senior 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 three (3) per Contract year for any regularly scheduled nurse.~~

~~3. Notice of Cancellation:~~

~~A nurse to be assigned a low need day pursuant to this Part (D) shall be given a minimum of two (2) hours advance notice before the beginning of the shift. A single call will be made from the hospital to the RN at their current contact number. The call will be documented by the hospital. This will constitute advance notification for a mandatory low need day. It will be the responsibility of the RN to maintain a current contact number with the hospital. In the event an RN reports to work when the hospital has followed the advance notification process, the RN will not qualify for reporting pay under Section "Salary," Subsection Reporting Pay.~~

~~4. Cancellation Order during Mandatory Low Need:~~

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

~~2. If it is necessary to reduce staff, the order of cancellation will be as follows:~~

- ~~a. Agency, travelers, or temporary staff (no MLN credit).~~
- ~~b. Casual staff on an extra shift in reverse seniority order (no MLN credit).~~
- ~~c. Regularly scheduled RN on extra shift in reverse seniority order (no MLN credit).~~
- ~~d. Volunteers (no MLN credit).~~
- ~~e. Regularly scheduled full- and part-time staff as described in Section 4 (below).~~

~~A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. Alternatively, the nurse may elect to use accrued and unused vacation time.~~

~~3. Voluntary Low Need (see Section 14.B.2.d):~~

~~Nurses who may be interested in voluntary low need (VLN) hours, should they become available on a future shift for which they are scheduled, may request a VLN through the designated electronic sign up process prior to 2359 on the day before shift the low need is requested by the Hospital (in procedural areas designated by the Hospital nurses must sign prior to 1200).~~



VLN hours will be given to nurses who have submitted a low need request and will be granted by seniority, with consideration being given to individual unit needs, staff mix, and required specialized skills (e.g. charge, chemo, heart-trained, preceptors, etc.). Nurses who have not submitted a request for a low need shift will not be considered.

If the VLN request list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the VLN hours. The VLN will be awarded to the first nurse who responds once unit needs, staff mix, and required specialized skills are verified with charge nurse. Nurses who want to receive electronic messages notifying them of open VLN hours must notify their manager or supervisor.

At its discretion, the Hospital may request nurses to be voluntarily placed on-call in lieu of a low need (such on-call duty will not count toward any scheduled on-call shift requirement). A nurse accepting such on-call duty in lieu of a low need will be given benefit credit for the hours on-call, including full seniority credit (and not the partial seniority credit described in Section 5.D). The nurse may also elect to take accrued and unused vacation time instead of receiving benefit credit. The 4-hour guarantee provision in Section 5.A and the holiday on-call rate provision in Section 5.C of the collective bargaining agreement will apply to on-call in lieu of a low need.

#### 4. **Mandatory Low Need:**

Mandatory low need (MLN) hours may be issued by the Hospital in 4, 8, or 12-hour increments (or full shifts for nurses working 10-hour shifts). However, the nurse may receive only one MLN per working shift and a nurse's shift cannot be split with an MLN.

The MLN hours will be issued to the least senior nurse in the floating groups (e.g., community, companion unit, float cluster, etc.) with the fewest MLN hours in the contract year. The rotation system will be followed except if in doing so the unit would be left without special skill set. In that case the MLN hours maybe given out of order (to be determined by the charge nurse). A nurse may be skipped in the rotation if the nurse is scheduled to be on-call immediately after the shift.

At the time the MLN hours are issued, a nurse shall indicate his/her desire to be called back if work becomes available (and will have the responsibility to answer or return the call). If no designation is made, the nurse will not be called back. If the nurse agrees to be called back for work after receiving MLN hours, the nurse will continue to be credited as if she received a MLN and these hours will count towards the maximum MLN



hours. Registered nurses will be called back in seniority order (most to least) after considering skill mix.

A nurse shall be required to take no more than twenty-four (24) MLN hours per contract year.

If all nurses on the station or unit and shift which is the subject of staff reduction have been assigned the maximum number of involuntary low-need hours in a contract year, thereafter such nurses shall be assigned to other stations or units for which they are qualified and if, as a result, nurses in such other unit or station are displaced and assigned a low-need day, no such displaced nurse shall be required to accept more than the maximum number of involuntary low-need hours in a contract year.

A nurse who requests and is allowed to take a low-need day rather than accept an assignment to float to another station or unit shall not have that day counted as MLN hours.

A nurse to be assigned MLN hours will be given a minimum of ninety (90) minutes' notice. A nurse called in from low-need status will be guaranteed the minimum reporting pay.

**Mercy**

15. **TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF**

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this [Contract Agreement](#) to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

~~B. — Voluntary Low Need Days and Leave: Before resorting to Part D of this Section or any layoff procedure, the Hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low-need leave of absence without pay for up to ninety (90) calendar days. The Hospital will not permanently fill the nurse's position. In addition, the Hospital may, on a day-to-day basis, offer individual low-need days to full-time and part-time nurses. A nurse taking low-need days pursuant to Parts B and D of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.~~

~~C. — Floating in Lieu of Mandatory Low-Need Days: If additional low-need reductions are needed, nurses will be given~~  
**B. Temporary Staffing Adjustments:**

~~1. — When making temporary staffing adjustments due to low-need on a shift-by-shift basis, the Hospital will first provide the nurses the opportunity to float to available assignments in other units for which they are oriented or otherwise currently qualified. Casual nurses will float off the unit before regularly scheduled nurses.~~

~~D. — Mandatory Low Need Days: If additional reductions are indicated, low-need days shall be taken by the least senior regularly scheduled nurse scheduled for the particular unit and shift where the reduction is necessary.~~

~~1. — No regularly scheduled-2. — If it is necessary to reduce staff, the order of cancellation will be as follows:~~

- ~~a. — Agency, travelers, or temporary staff (no MLN credit).~~
- ~~b. — Casual staff on an extra shift in reverse seniority order (no MLN credit).~~
- ~~c. — Regularly scheduled RN on extra shift in reverse seniority order (no MLN credit).~~
- ~~d. — Volunteers (no MLN credit).~~
- ~~e. — Regularly scheduled full- and part-time staff as described in Section 4 (below).~~



A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. Alternatively, the nurse may elect to use accrued and unused vacation time.

**3. Voluntary Low Need (see Section 15.B.2.d):**

Nurses who may be interested in voluntary low need (VLN) hours, should they become available on a future shift for which they are scheduled, may request a VLN through the designated electronic sign up process prior to 2359 on the day before shift the low need is requested by the Hospital (in procedural areas designated by the Hospital nurses must sign prior to 1200).

VLN hours will be given to nurses who have submitted a low need request and will be granted by seniority, with consideration being given to individual unit needs, staff mix, and required specialized skills (e.g. charge, chemo, heart-trained, preceptors, etc.). Nurses who have not submitted a request for a low need shift will not be considered.

If the VLN request list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the VLN hours. The VLN will be awarded to the first nurse who responds once unit needs, staff mix, and required specialized skills are verified with charge nurse. Nurses who want to receive electronic messages notifying them of open VLN hours must notify their manager or supervisor.

At its discretion, the Hospital may request nurses to be voluntarily placed on-call in lieu of a low need (such on-call duty will not count toward any scheduled on-call shift requirement). A nurse accepting such on-call duty in lieu of a low need will be given benefit credit for the hours on-call, including full seniority. The nurse may also elect to take accrued and unused vacation time instead of receiving benefit credit. The 4-hour guarantee provision in Section 5.A and the holiday on-call rate provision in Section 5.C of the collective bargaining agreement will apply to on-call in lieu of a low need.

**4. Mandatory Low Need:**

Mandatory low need (MLN) hours may be issued by the Hospital in 4, 8, or 12-hour increments (or full shifts for nurses working 10-hour shifts). However, the nurse may receive only one MLN per working shift and a nurse's shift cannot be split with an MLN.



The MLN hours will be issued to the least senior nurse in the floating groups (e.g., community, companion unit, float cluster, etc.) with the fewest MLN hours in the contract year. The rotation system will be followed except if in doing so the unit would be left without special skill set. In that case the MLN hours maybe given out of order (to be determined by the charge nurse). A nurse may be skipped in the rotation if the nurse is scheduled to be on-call immediately after the shift.

At the time the MLN hours are issued, a nurse shall indicate his/her desire to be called back if work becomes available (and will have the responsibility to answer or return the call). If no designation is made, the nurse will not be called back. If the nurse agrees to be called back for work after receiving MLN hours, the nurse will continue to be credited as if she received a MLN and these hours will count towards the maximum MLN hours. Registered nurses will be called back in seniority order (most to least) after considering skill mix.

A nurse shall be required by the Hospital to take no more than three (3) low-need days twenty-four (24) MLN hours per Contract contract year.

If the least senior nurse all nurses on a particular the station or unit and shift has which is the subject of staff reduction have been assigned three (3) low-need days, the next least senior nurse scheduled for the particular unit and shift may be the maximum number of involuntary low-need hours in a contract year, thereafter such nurses shall be assigned the low-need day. In any case, the total of low-need days under Part D of this provision shall not exceed three (3) per Contract year for any regularly scheduled nurse. A nurse to be to other stations or units for which they are qualified and if, as a result, nurses in such other unit or station are displaced and assigned a low-need day, no such displaced nurse shall be required to accept more than the maximum number of involuntary low-need hours in a contract year.

A nurse who requests and is allowed to take a low-need day rather than accept an assignment to float to another station or unit shall not have that day pursuant counted as MLN hours.

A nurse to this Part D shall be assigned MLN hours will be given a minimum of two (2) hours advance ninety (90) minutes' notice before the beginning of the shift. A nurse called in from low-need status will be guaranteed the minimum reporting pay.

2. Except in extraordinary circumstances, when the Staffing Office and Nursing Leadership review staffing needs in advance of the beginning of a 12-hour employee's shift, the following principles will apply:

- a. ~~If an 8-hour nurse is scheduled to start during the 12-hour nurse's shift and the 8-hour nurse is senior to the 12-hour nurse and a low need may be mandated during those hours, the 12-hour nurse will either be mandated for low need for the entire 12-hour shift, will be mandated for low need for the first four hours of her/his shift, or will be allowed to report as scheduled.~~
- b. ~~If the less senior 12-hour nurse starts as scheduled, then at least two hours before the beginning of the senior nurse's 8-hour shift, the Employer shall be permitted to reassess staffing needs for that 8-hour shift and if deemed appropriate based on staffing needs, the 12-hour nurse may be issued a mandatory low census for the remainder of the 12-hour shift.~~
- e. ~~If the less senior 12-hour nurse was mandated for the first four hours of her/his shift, that action shall be counted towards the nurse's maximum low need days under Article 15D. At least two hours prior to the delayed start of such nurse's 12-hour shift, the Employer shall be permitted to reassess staffing needs and if deemed appropriate may mandate the 12-hour nurse for the remaining eight hours of the shift. In such an event, the affected nurse will be credited with a second mandatory low need.~~

~~Nothing in this Subsection shall otherwise affect the Hospital's right to staff or issue mandatory low need days to any bargaining unit employee consistent with the express terms of the contract agreement or the Union's right to file a grievance for violations of the labor contract and this Subsection.~~

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



## Unity

### ~~7. VOLUNTARY AND MANDATORY LOW-NEED AND LAYOFF:~~

### 7. TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours. ~~It, but it~~ is recognized by the parties that the basic policy shall be to use the layoff procedures of this Contract Agreement to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

#### ~~B. Voluntary Low-Need Days, Excused Absences, and Voluntary Leave Prior to Layoff:~~

#### In granting voluntary B. Temporary Staffing Adjustments:

~~1. When making temporary staffing adjustments due to low-need days, on a shift-by-shift basis, the nurse's skill level and patient care needs are considered.~~

~~1. Before resorting to Part D of this Section or any layoff procedure, the hospital will offer the full-time and part-time nurses an opportunity to voluntarily request a low-need leave of absence without pay for up to ninety (90) calendar days. The hospital will not permanently fill the nurse's position. In addition, the hospital may, on a day-to-day basis, offer individual low-need days to full-time and part-time nurses. A nurse taking low-need days pursuant to Parts B and D of this Section shall be given credit toward all benefits provided by this Contract and the Pension Plan for the hours lost.~~

~~2. On call in lieu of voluntary low-need for a scheduled shift may be agreed upon between the nurse and the employer. If the hospital needs the nurse to report for the scheduled shift instead of taking the on-call assignment as planned, the hospital will notify the nurse at least thirty (30) minutes prior to the start of the shift. Nurses shall receive the appropriate rate of on-call pay per Section "On Call." In addition, the nurse shall receive credit for all benefits, seniority, length of service, and pension for such hours.~~

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

~~If additional low-need reductions are needed, nurses will be given first provide the nurses the opportunity to float to available assignments in other units for~~



which they are ~~oriented or otherwise qualified~~ currently qualified. Casual nurses will float off the unit before regularly scheduled nurses.

**D. ~~Mandatory~~2.** If it is necessary to reduce staff, the order of cancellation will be as follows:

- a. Agency, travelers, or temporary staff (no MLN credit).
- b. Casual staff on an extra shift in reverse seniority order (no MLN credit).
- c. Regularly scheduled RN on extra shift in reverse seniority order (no MLN credit).
- d. Volunteers (no MLN credit).
- e. Regularly scheduled full- and part-time staff as described in Section 4 (below).

A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. Alternatively, the nurse may elect to use accrued and unused PTO.

3. **Voluntary Low-Need Days:(see Section 7.B.2.d):**

~~Nurses~~ Nurses who may be interested in voluntary low need (VLN) hours, should they become available on a future shift for which they are scheduled, may request a VLN through the designated electronic sign up process prior to 2359 on the day before shift the low need is requested by the Hospital (in procedural areas designated by the Hospital nurses must sign prior to 1200).

VLN hours will be given to nurses who have submitted a low need request and will be granted by seniority, with consideration being given to individual unit needs, staff mix, and required specialized skills (e.g. charge, chemo, heart-trained, preceptors, etc.). Nurses who have not submitted a request for a low need shift will not be considered.

If the VLN request list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the VLN hours. The VLN will be awarded to the first nurse who responds once unit needs, staff mix, and required specialized skills are verified with charge nurse. Nurses who want to receive electronic messages notifying them of open VLN hours must notify their manager or supervisor.

At its discretion, the Hospital may request nurses to be voluntarily placed on-call in lieu of a low need (such on-call duty will not count toward any scheduled on-call shift requirement). A nurse accepting such on-call duty



in lieu of a low need will be given benefit credit for the hours on-call, including full seniority credit (and not the partial seniority credit described in Section 14.D). The nurse may also elect to take accrued and unused PTO instead of receiving benefit credit. The 4-hour guarantee provision in Section 14.A and the holiday on-call rate provision in Section 14.C of the collective bargaining agreement will apply to on-call in lieu of a low need.

4. **Mandatory Low-Need Limit:**

Regularly scheduled nurses shall be required by the hospital to take no more than three (3) low need days per Contract year. Mandatory low need days will be assigned on a rotating basis based on hospital wide seniority, least to most, and no more than one (1) per pay period.

2. **Notice of Cancellation:**

A nurse to be assigned

Mandatory low need (MLN) hours may be issued by the Hospital in 4, 8, or 12-hour increments (or full shifts for nurses working 10-hour shifts). However, the nurse may receive only one MLN per working shift and a nurse's shift cannot be split with an MLN.

The MLN hours will be issued to the least senior nurse in the floating groups (e.g., community, companion unit, float cluster, etc.) with the fewest MLN hours in the contract year. The rotation system will be followed except if in doing so the unit would be left without special skill set. In that case the MLN hours maybe given out of order (to be determined by the charge nurse). A nurse may be skipped in the rotation if the nurse is scheduled to be on-call immediately after the shift.

At the time the MLN hours are issued, a nurse shall indicate his/her desire to be called back if work becomes available (and will have the responsibility to answer or return the call). If no designation is made, the nurse will not be called back. If the nurse agrees to be called back for work after receiving MLN hours, the nurse will continue to be credited as if she received a MLN and these hours will count towards the maximum MLN hours. Registered nurses will be called back in seniority order (most to least) after considering skill mix.

A nurse shall be required to take no more than twenty-four (24) MLN hours per contract year.

If all nurses on the station or unit and shift which is the subject of staff reduction have been assigned the maximum number of involuntary low-need hours in a contract year, thereafter such nurses shall be assigned to other stations or units for which they are qualified and if, as a result, nurses in such other unit or station are displaced and assigned a low-need day, no

such displaced nurse shall be required to accept more than the maximum number of involuntary low-need hours in a contract year.

A nurse who requests and is allowed to take a low-need day pursuant to this Part D shall be rather than accept an assignment to float to another station or unit shall not have that day counted as MLN hours.

A nurse to be assigned MLN hours will be given a minimum of one (1) hour advance ninety (90) minutes' notice before the beginning of the shift or one (1) hour of pay. A nurse called in from low-need status will be guaranteed the minimum reporting pay.

3. **Cancellation Order during Mandatory Low-Need:**

- a. Agency, traveler or temporary nurses shall be cancelled first
- b. Overtime shifts with bonus
- c. Overtime shifts without bonus
- d. Per Diem nurses
- e. Low need will be offered according to staffing guidelines
- f. Casual nurses
- g. Extra shift non bonus, non overtime
- h. Full time and part time regularly scheduled nurses in least to most seniority order

With regard to paragraph D.3.h., nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost, based on seniority, most to least.



**United**

14. **TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAY OFF LAYOFF**

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. ~~Reductions of registered nurse staff shall be determined by nursing management and any dispute relating to such reduction shall be resolved as provided in Section 25, Grievance Procedure.~~ Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the lay-off/layoff procedures of this Contract Agreement to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

The order for cancellation of shifts (temporary reduction of scheduled hours)

- ~~1. Agency/Pool Travelers~~
- ~~2. Per Diem~~
- ~~3. Casual~~
- ~~4. Regularly scheduled Registered Nurse hours scheduled less than twenty four (24) hours before the start of the shift~~
- ~~5. Regular low need process for regularly scheduled staff. (See Section (e) that follows)~~
- ~~6. In the event of a mandatory low need, the regularly scheduled Registered Nurse will be given first opportunity for subsequent additional work hours for which she/he is qualified. She/he will have the ability to replace a casual or Per Diem nurse who is scheduled for a shift if necessary to maintain her/his work agreement (See Section (e) that follows)~~

~~(a) Temporary Staffing Adjustment: Prior to utilizing Part (c) of this Section, nurses may be required Adjustments:~~

- ~~1. When making temporary staffing adjustments due to low-need on a shift-by-shift basis, the Hospital will first provide the nurses the opportunity to float to available assignments toin other units for which they are oriented or otherwise qualified. Nurses assigned to units will be floated after the regular scheduled float pool nurses have been depleted and/or are not qualified to float to the unit. (See also Section 3 (e).~~

~~Upon arrival to the unit, the nurse will assess his/her patient care assignment and discuss any questions or concerns with the nurse in charge. If there are concerns that are not resolved, they shall be referred to the nurse manager. If still unresolved, the nurse shall have the right to document why he/she believes that he/she cannot accept the assignment based on lack of his/her orientation or qualifications. In order to assure high quality patient care and to assure that each nurse meets his/her professional responsibilities/licensure, the following shall apply:~~



- ~~(1) Prior to performing any nursing functions within a patient care area, the nurse will be provided an orientation at the beginning of the shift based on needs identified by a mutually conducted assessment of the nurse's ability, knowledge, and skills. Necessary orientation may include, but not be limited to, responsibilities of unit personnel; emergency and safety policies and procedures; nursing procedures and use of equipment; established systems of documentation and communication; and any orientation specific to the unit to which the nurse is floating. This nurse shall be assigned to a qualified, oriented nurse (buddy) for resource information throughout the shift, if requested.~~
- ~~(2) If the nurse is floated to an area in which the Hospital requires specialized preparation or orientation, the nurse who is floating shall perform only those responsibilities and functions for which he/she is qualified.~~
- ~~(3) A floating nurse will not be expected to function in a leadership role unless previously oriented, or in cases of emergency or unavoidable situations in which the leadership function cannot otherwise be provided.~~
- ~~(4) A nurse will not be expected to float during an established period of orientation to a new unit assignment at the Hospital unless there is an emergency or unavoidable situation which would have the effect of depriving patients of needed nursing care.~~
- ~~(5) A nurse who has forty one thousand six hundred (41,600) hours of seniority will not be expected to float unless no other eligible and qualified nurse is available to float.~~
- ~~(6) currently qualified. Casual nurses will float off the unit before regularly scheduled nurses.~~

2. If it is necessary to reduce staff, the order of cancellation will be as follows:

- a. Agency, travelers, or temporary staff (no MLN credit).
- b. Casual staff on an extra shift in reverse seniority order (no MLN credit).
- c. Regularly scheduled RN on extra shift in reverse seniority order (no MLN credit).
- d. Volunteers (no MLN credit).
- e. Regularly scheduled full- and part-time staff as described in Section 4 (below).

A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. Alternatively, the nurse may elect to use accrued and unused vacation time.



3.

~~(b) — Voluntary Low Need Days: Before resorting to Part (c) and (d) of this (see Section 14, the Hospital will offer the full time and regularly (b)2.d):~~

~~Nurses who may be interested in voluntary low need (VLN) hours, should they become available on a future shift for which they are scheduled part-time nurses an opportunity to voluntarily, may request a low need leave of absence without pay for up to ninety (90) calendar days. The VLN through the designated electronic sign up process prior to 2359 on the day before shift the low need is requested by the Hospital (in procedural areas designated by the Hospital nurses must sign prior to 1200).~~

~~VLN hours will be given to nurses who have submitted a low need request and will be granted by seniority, with consideration being given to individual unit needs, staff mix, and required specialized skills (e.g. charge, chemo, heart-trained, preceptors, etc.). Nurses who have not permanently fill the nurses' position. In addition submitted a request for a low need shift will not be considered.~~

~~If the VLN request list is exhausted, the Hospital may, on a day to day basis offer individual low need (requested absence) days to full time and regularly at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the VLN hours. The VLN will be awarded to the first nurse who responds once unit needs, staff mix, and required specialized skills are verified with charge nurse. Nurses who want to receive electronic messages notifying them of open VLN hours must notify their manager or supervisor.~~

~~At its discretion, the Hospital may request nurses to be voluntarily placed on-call in lieu of a low need (such on-call duty will not count toward any scheduled part-time nurses on-call shift requirement). A nurse taking low-need (RA days) pursuant to Parts (b) accepting such on-call duty in lieu of a low need will be given benefit credit for the hours on-call, including full seniority. The nurse may also elect to take accrued and (c) of this unused vacation time instead of receiving benefit credit. The 4-hour guarantee provision in Section 14 shall be given credit toward all benefits provided by this Contract 5(a) and the Pension Plan for the hours lost holiday on-call rate provision in Section 5(c) of the collective bargaining agreement will apply to on-call in lieu of a low need.~~

~~(c)4. Mandatory Low Need Days: If additional reductions are indicated,  
:~~



Mandatory low need days shall first (MLN) hours may be taken issued by the casual and Per Diem Hospital in 4, 8, or 12-hour increments (or full shifts for nurses and then by the working 10-hour shifts). However, the nurse may receive only one MLN per working shift and a nurse's shift cannot be split with an MLN.

The MLN hours will be issued to the least senior regularly nurse in the floating groups (e.g., community, companion unit, float cluster, etc.) with the fewest MLN hours in the contract year. The rotation system will be followed except if in doing so the unit would be left without special skill set. In that case the MLN hours maybe given out of order (to be determined by the charge nurse). A nurse may be skipped in the rotation if the nurse is scheduled nurse scheduled for the particular unit to be on-call immediately after the shift.

At the time the MLN hours are issued, a nurse shall indicate his/her desire to be called back if work becomes available (and will have the responsibility to answer or return the call). If no designation is made, the nurse will not be called back. If the nurse agrees to be called back for work after receiving MLN hours, the nurse will continue to be credited as if she received a MLN and shift where the reduction is necessary these hours will count towards the maximum MLN hours. Registered nurses will be called back in seniority order (most to least) after considering skill mix.

No regularly scheduled A nurse shall be required by the Hospital to take no more than three (3) low need day twenty-four (24) MLN hours per Contract contract year.

If the least senior regularly scheduled nurse all nurses on a particular the station or unit and shift has which is the subject of staff reduction have been assigned three (3) low need days, the next least senior regularly scheduled nurse scheduled for the particular unit and shift may be the maximum number of involuntary low-need hours in a contract year, thereafter such nurses shall be assigned the low-need day. In any case, the total of low-need days under Part (e) of this provision shall not exceed three (3) per Contract year for any regularly scheduled nurse. A nurse to be to other stations or units for which they are qualified and if, as a result, nurses in such other unit or station are displaced and assigned a low-need day pursuant to this Part (e), no such displaced nurse shall be required to accept more than the maximum number of involuntary low-need hours in a contract year.

A nurse who requests and is allowed to take a low-need day rather than accept an assignment to float to another station or unit shall not have that day counted as MLN hours.

A nurse to be assigned MLN hours will be given a minimum of two (2) hours advance ninety (90) minutes' notice before the beginning of the shift. A nurse called in from low-need status will be guaranteed the minimum reporting pay.

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



EXHIBIT B  
EXTRA HOURS PROCESS

Abbott Northwestern/PEI

16. SCHEDULES AND POSTING

B. Requested Additional Hours

~~— A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime and non-weekend bonus work shifts before such shifts are offered to casual part-time nurses. Nurses working extra shifts(s) shall, with two (2) hours' notice to the nurse, be cancelled prior to the implementation of Section "Temporary Staffing Adjustments," Subsection "Mandatory Low Need Days," but such cancelled shift shall be counted as one of the three (3) allowable low-need days.~~

~~— Definitions of Extra Shifts:~~

~~— An extra shift is an additional shift that may be non-overtime, overtime, or a bonus shift scheduled either prior to the posted schedule or any shift that an RN agrees to work after the schedule is posted. In all cases, these shifts are above the RN's confirmed work agreement. The following definitions shall categorize those shifts:~~

~~— Confirmed: Any shift that an RN agrees to work prior to the posted schedule or up to 24 hours prior to the requested shift. These shifts are subject to Section "Temporary Staffing Adjustments."~~

~~— Available: Any shift that an RN offers to work 24 hours or less prior to the start of that extra shift. These hours or shifts are not subject to confirmation or Section "Temporary Staffing Adjustments." The hospital will cancel any "available" shift at least (30) minutes prior to the start of that shift.~~

~~— It is recommended that when the nurse becomes available, she/he be advised that cancellation could occur up to 30 minutes prior to the start of the shift. If the nurse agrees, the 30-minute cancellation may be waived.~~

1. Before Final Schedule is Posted.

Preliminary schedules shall be posted electronically with known open extra hours up to six (6) weeks in advance of the start of the schedule. At the same time, an open hours list will be posted electronically for seven (7) calendar days where nurses may indicate their willingness to work the posted open extra hours. After the 7-day period, the open hours list will be closed and the open extra hours will be filled by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

Overtime and bonus shifts will not be awarded prior to the posting of the final schedule unless approved in advance by the hospital and communicated to the nurses. If overtime and bonus shifts are pre-approved, the known open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

After filling the extra hours, the Hospital will post the final schedule.

## 2. After the Final Schedule Is Posted.

When the final schedule is posted any open extra hours not filled through Section 1 (above) will be re-posted by the Hospital, along with any extra hours that become available after the final schedule is posted. The Hospital will also electronically post a new open hours list where nurses may indicate their willingness to work the posted open extra hours.

The open extra hours will be awarded on a "first-come" basis. However, overtime and bonus shifts will not be awarded unless approved in advance by the Hospital and communicated to the nurses. For purpose of this section, nurses who sign up for the extra hours on the same calendar day (0000-2359) will be deemed to have signed up simultaneously. In that case, the open extra hours will be filled by those nurses by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

If overtime and bonus shifts are pre-approved, the open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).



- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

**3. Within 24 Hours of the Start of the Extra Hours.**

If extra hours become available within 24 hours of the start of the extra hours, the extra hours will be awarded to nurses who signed the availability/can work list by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.
- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

In order to be considered for extra hours, nurses must have made themselves available by signing the up on the availability/can work list prior to 2359 on the day before the extra hours are posted by the Hospital.

If the availability list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the extra hours. The extra hours will be awarded to the first qualified nurse who responds. Nurses who want to receive electronic messages notifying them of open extra hours must notify their manager or supervisor.

If no nurse responds to the electronic message within 15 minutes after it is sent, the Hospital may award the hours to anyone qualified to work on the unit and who agrees to work the extra hours.

**Mercy**

17. **SCHEDULES AND POSTING**

~~B. 1. Requested Additional Hours: A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime and non-weekend bonus work shifts before such shifts are offered to casual part-time nurses. Nurses working extra shift(s) shall, with two (2) hours' notice to the nurse, be cancelled prior to the implementation of Section 15, "Temporary Staffing Adjustments," Subsection "Mandatory Low Need Days," subsection D, but such cancelled shift shall be counted as one of the three (3) allowable low-need days.~~

~~2. Order of Eligibility for Extra Shifts:  
a. Regularly scheduled non-overtime, non-bonus~~

B. Additional Hours.

1. Before Final Schedule is Posted.

Preliminary schedules shall be posted electronically with known open extra hours up to six (6) weeks in advance of the start of the schedule. At the same time, an open hours list will be posted electronically for seven (7) calendar days where nurses may indicate their willingness to work the posted open extra hours. After the 7-day period, the open hours list will be closed and the open extra hours will be filled by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the unit up to their commitment.

~~Overtime and bonus shifts will not be awarded.~~ ~~Per diem up to their commitment~~

- ~~d. Regularly scheduled nurses with bonus shift, non-overtime~~
- ~~e. Casual nurse from Availability List straight time, no more than one (1) week prior to shift~~
- ~~f. Per diem nurse from Availability List straight time, no more than one (1) week prior to shift~~



~~g. Regularly scheduled overtime or~~ prior to the posting of the final schedule unless approved in advance by the hospital and communicated to the nurses. If overtime and bonus shifts are pre-approved, the known open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- ~~h.~~ e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem Casual nurses at overtime
- ~~above their requirement above their minimum requirement.~~

After filling the extra hours, the Hospital will post the final schedule.

## 2. After the Final Schedule Is Posted.

When the final schedule is posted any open extra hours not filled through Section 1 (above) will be re-posted by the Hospital, along with any extra hours that become available after the final schedule is posted. The Hospital will also electronically post a new open hours list where nurses may indicate their willingness to work the posted open extra hours.

The open extra hours will be awarded on a "first-come" basis. However, overtime and bonus shifts will not be awarded unless approved in advance by the Hospital and communicated to the nurses. For purpose of this section, nurses who sign up for the extra hours on the same calendar day (0000-2359) will be deemed to have signed up simultaneously. In that case, the open extra hours will be filled by those nurses by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem nurses at qualified to work on the up to their commitment.

If overtime and bonus shifts are pre-approved, the open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- ~~j.~~ Agency

~~If there are two (2) or more nurses who fit the particular criteria, seniority will be the determining factor.~~



- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

**3. Within 24 Hours of the Start of the Extra Hours.**

If extra hours become available within 24 hours of the start of the extra hours, the extra hours will be awarded to nurses who signed the availability/can work list by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.
- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

In order to be considered for extra hours, nurses must have made themselves available by signing the up on the availability/can work list prior to 2359 on the day before the extra hours are posted by the Hospital.

If the availability list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the extra hours. The extra hours will be awarded to the first qualified nurse who responds. Nurses who want to receive electronic messages notifying them of open extra hours must notify their manager or supervisor.

If no nurse responds to the electronic message within 15 minutes after it is sent, the Hospital may award the hours to anyone qualified to work on the unit and who agrees to work the extra hours.

## Unity

### 4. SCHEDULES AND POSTING:

#### B. Requested Additional Hours (Star Shift Process):

~~Changes made to the current procedure will be made by mutual agreement between the Association and the Hospital.~~

##### 1. Before Final Schedule is Posted.

Preliminary schedules shall be posted electronically with known open extra hours up to six (6) weeks in advance of the start of the schedule. At the same time, an open hours list will be posted electronically for seven (7) calendar days where nurses may indicate their willingness to work the posted open extra hours. After the 7-day period, the open hours list will be closed and the open extra hours will be filled by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

Overtime and bonus shifts will not be awarded prior to the posting of the final schedule unless approved in advance by the hospital and communicated to the nurses. If overtime and bonus shifts are pre-approved, the known open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

After filling the extra hours, the Hospital will post the final schedule.

##### 2. After the Final Schedule Is Posted.

When the final schedule is posted any open extra hours not filled through Section 1 (above) will be re-posted by the Hospital, along with any extra hours that become available after the final schedule is posted. The Hospital



will also electronically post a new open hours list where nurses may indicate their willingness to work the posted open extra hours.

The open extra hours will be awarded on a “first-come” basis. However, overtime and bonus shifts will not be awarded unless approved in advance by the Hospital and communicated to the nurses. For purpose of this section, nurses who sign up for the extra hours on the same calendar day (0000-2359) will be deemed to have signed up simultaneously. In that case, the open extra hours will be filled by those nurses by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

If overtime and bonus shifts are pre-approved, the open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

### 3. Within 24 Hours of the Start of the Extra Hours.

If extra hours become available within 24 hours of the start of the extra hours, the extra hours will be awarded to nurses who signed the availability/can work list by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.
- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

In order to be considered for extra hours, nurses must have made themselves available by signing the up on the availability/can work list prior to 2359 on the day before the extra hours are posted by the Hospital.



If the availability list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the extra hours. The extra hours will be awarded to the first qualified nurse who responds. Nurses who want to receive electronic messages notifying them of open extra hours must notify their manager or supervisor.

If no nurse responds to the electronic message within 15 minutes after it is sent, the Hospital may award the hours to anyone qualified to work on the unit and who agrees to work the extra hours.

**United**

**16. SCHEDULES AND POSTING**

- ~~(b) Requested Additional Hours: The following procedure shall be used to schedule shifts beyond the full-time equivalency (F.T.E.) status of the nurse.~~
- ~~(1) Two (2) weeks prior to posting the permanent schedule, a preliminary schedule will be posted on each unit.~~
- ~~(2) Shifts of work, which are open and available, will be clearly identified on the preliminary schedule.~~
- ~~(3) During the seven (7) days following the posting of the preliminary schedule, any nurse who wishes to be considered for the open and available shift, shall notify the manager of the unit. Notification is to be in writing and shall identify specific shift(s), and date(s) for which the nurse wishes to be considered. A nurse may make her/himself available for a specific shift on only one unit. All requests received during this seven (7) day period are considered simultaneous requests.~~
- ~~(4) Order of Eligibility for Extra Shifts (After the preliminary schedule is posted):
  - ~~a) Regularly scheduled non-overtime, non-bonus~~
  - ~~b) Casual up to their commitment~~
  - ~~c) Per Diem up to their commitment~~
  - ~~d) Regularly scheduled nurses with bonus shift, non-overtime~~
  - ~~e) Casual nurse from Availability list straight time, no more than one (1) week prior to shift~~
  - ~~f) Per Diem nurse from Availability list straight time, no more than one (1) week prior to shift~~
  - ~~g) Regularly scheduled overtime or overtime and bonus~~
  - ~~h) Casual nurses at overtime~~
  - ~~i) Per Diem nurses at overtime~~
  - ~~j) Agency~~~~
- ~~If there are two (2) or more nurses who fit the particular criteria, seniority will be the determining factor; the more senior to be given preference.~~

(b) Additional Hours.

1. Before Final Schedule is Posted.

Preliminary schedules shall be posted electronically with known open extra hours up to six (6) weeks in advance of the start of the schedule. At the



same time, an open hours list will be posted electronically for seven (7) calendar days where nurses may indicate their willingness to work the posted open extra hours. After the 7-day period, the open hours list will be closed and the open extra hours will be filled by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.

Overtime and bonus shifts will not be awarded prior to the posting of the final schedule unless approved in advance by the hospital and communicated to the nurses. If overtime and bonus shifts are pre-approved, the known open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

After filling the extra hours, the Hospital will post the final schedule.

## 2. After the Final Schedule Is Posted.

When the final schedule is posted any open extra hours not filled through Section 1 (above) will be re-posted by the Hospital, along with any extra hours that become available after the final schedule is posted. The Hospital will also electronically post a new open hours list where nurses may indicate their willingness to work the posted open extra hours.

The open extra hours will be awarded on a "first-come" basis. However, overtime and bonus shifts will not be awarded unless approved in advance by the Hospital and communicated to the nurses. For purpose of this section, nurses who sign up for the extra hours on the same calendar day (0000-2359) will be deemed to have signed up simultaneously. In that case, the open extra hours will be filled by those nurses by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.



If overtime and bonus shifts are pre-approved, the open extra hours will be filled as outlined above with the following additions to the priority order:

- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

**3. Within 24 Hours of the Start of the Extra Hours.**

If extra hours become available within 24 hours of the start of the extra hours, the extra hours will be awarded to nurses who signed the availability/can work list by seniority based on the following priority order:

- a. Regular staff qualified to work on the unit (non-overtime and non-bonus).
- b. Casual staff qualified to work on the unit up to their requirement.
- c. Per diem qualified to work on the up to their commitment.
- d. Regular staff qualified to work on the unit (including overtime and bonus shifts).
- e. Casual staff qualified to work on the unit above their minimum requirement.
- f. Per diem above their requirement above their minimum requirement.

In order to be considered for extra hours, nurses must have made themselves available by signing the up on the availability/can work list prior to 2359 on the day before the extra hours are posted by the Hospital.

If the availability list is exhausted, the Hospital may, at its discretion, send an electronic message (e.g., group page, group text) to nurses in the unit/department notifying them of the extra hours. The extra hours will be awarded to the first qualified nurse who responds. Nurses who want to receive electronic messages notifying them of open extra hours must notify their manager or supervisor.

If no nurse responds to the electronic message within 15 minutes after it is sent, the Hospital may award the hours to anyone qualified to work on the unit and who agrees to work the extra hours.

EXHIBIT C  
JOB VACANCIES

Abbott Northwestern/PEI

16. SCHEDULES AND POSTING

C. Posting and Filling of Positions:

1. Posting:

: If a registered nurse position is or will be open, the hospital will post the position and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically for a period of seven (7) ten (10) calendar days before offering or permanently filling the position. The hospital will notify the Association of any changes in the procedure. If the procedures are not followed, the hospital agrees to re-post the position for an additional seven (7) days prior to permanently filling the position. Said notice shall include a listing of the station/position title, responsibilities, the shift, the unit involved, the number of shift hours per week or payroll period, the shift rotation, and any the required on-call qualifications, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.

Prior to being considered for a position in any Critical Care Unit (ICU, ED, PACU, Critical Care Float Pool), the RN must take a pre-screening exam. The passing score shall be 80% or greater. The exam results will be reviewed with the RN. The hospital will identify areas for improvement, if appropriate. If the RN does not pass the exam, the RN must wait six months before retesting and reapplying for a critical care position.

The posting will include the date on which it was posted and the date and time the posting period will end, which will count as the period in which seniority applies



~~for the granting of any position.~~ The posting period will run from the date of the posting until 12:0100 a.m. following the ~~seventh~~tenth day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on ~~Tuesday~~the 1st day of the month, the posting period will run until 12:0100 a.m. the ~~following Wednesday~~11th day of the month.) If no qualified nurses apply within the posting period and the Hospital determines that the position still should be filled (with or without modifications to the job qualifications), then the position will ~~be re-posted for another 7 day window~~remain posted and may be filled by any qualified applicant.

~~The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three levels of required qualifications. The qualifications can be demonstrated through the interview or other designated process (e.g., skills tests, etc.). These requirements can be obtained through Human Resources or the nurse manager.~~

~~2. Critical Care Pre-Screening Exam:~~

~~Prior to being considered for a position in any Critical Care Unit (ICU, ED, PACU, Critical Care Float Pool), the RN must take a pre-screening exam. The passing score shall be 80% or greater. The exam results will be reviewed with the RN. The hospital will identify areas for improvement, if appropriate. If the RN does not pass the exam, the RN must wait six months before retesting and reapplying for a critical care position.~~

~~If a station/unit is able to post available hours less than .4 or shift rotation that is not a vacated or new position, they may be posted on the station/unit bulletin board and be granted according to seniority.~~

In filling any such ~~bargaining unit~~ position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the relevant staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the ~~applicable~~710-day window, preference will be given by seniority over candidates not currently



employed by the Hospital. Nurses who meet the first leveltier of required qualifications ~~and pass the pre-screening exam, if applicable,~~ will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first leveltier of required qualifications, then the Hospital would consider applicants meeting the second leveltier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second leveltier of required qualifications, then the Hospital would consider applicants meeting the next leveltier of qualifications (internal candidates by seniority, then external candidates), depending on the number of levelstiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

~~—— If a nurse meets the minimum qualifications and accepts a job offer for an open position, the hospital will pay for any additional required coursework necessary for that unit (e.g., critical care or telemetry classes). This payment includes pay for time spent in class as well as registration fees.~~

~~—— Nurses filling posted positions shall be required to maintain a position on that same unit for one yearsix months following completion of orientation (if orientation is required) the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager. Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.~~

Mercy

17. SCHEDULES AND POSTING

- C. Posting and Filling of Positions: ~~Error! Bookmark not defined.~~ If a ~~nursing~~ registered nurse position is or will be open, and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically ~~post a notice~~ for a period of ~~at least seven (7)~~ ten (10) calendar days before permanently filling the position. Said notice shall include a listing of the ~~station~~ position title, responsibilities, the shift, the unit involved, the number of ~~shift~~ hours per week or payroll period, the shift rotation, and the required qualifications ~~for the position, and the person to whom to apply, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.~~

The posting will include the date on which it was posted ~~and the date and time the posting period will end, which will count as the period in which seniority applies for the granting of any position.~~ The posting period will run from the date of the posting until 12:0400 a.m. following the ~~seventh~~ tenth day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on ~~Tuesday~~ the 1st day of the month, the posting period will run until 12:0400 a.m. the ~~following Wednesday~~ 11th day of the month.) If no qualified nurses apply within the posting period and the Hospital determines that the position still should be filled (with or without modifications to the job qualifications), then the position will ~~be reposted for another 7-day window~~ remain posted and may be filled by any qualified applicant.

The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three levels of required qualifications.



In filling any such ~~bargaining unit~~ position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the relevant staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the ~~applicable 710~~-day window, preference will be given by seniority over candidates not currently employed by the Hospital. Nurses who meet the first ~~level~~tier of required qualifications will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the second ~~level~~tier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the next ~~level~~tier of qualifications (internal candidates by seniority, then external candidates), depending on the number of ~~level~~stiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:~~04~~00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

Nurses filling posted positions shall be required to maintain a position on that same unit for six months following the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager. Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.



## Unity

### 4. SCHEDULES AND POSTING:

#### C. Posting and Filling of Positions:

: If a registered nurse position is or will be open, the hospital and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will post-send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically for a period of seven (7) ten (10) calendar days before offering or permanently filling the position. The hospital will notify the Association of any changes in the procedure. If the procedures are not followed, the hospital agrees to repost the position for an additional seven (7) days prior to permanently filling the position. Said notice shall include a listing of the station/position title, responsibilities, the shift, the unit involved, the number of shift hours per week or payroll period, the shift rotation, and any the required on-eall qualifications, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.

The posting will include the date on which it was posted and the date and time the posting period will end, which will count as the period in which seniority applies for the granting of any position. The posting period will run from the date of the posting until 12:0100 a.m. following the seventhtenth day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on Tuesdaythe 1st day of the month, the posting period will run until 12:0100 a.m. the following Wednesday11th day of the month.) If no qualified nurses apply within the posting period and the Hospital determines that the position still should be filled (with or without modifications to the job qualifications), then the position will be reposted for another 7 day windowremain posted and may be filled by any qualified applicant.

The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of



~~experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three levels of required qualifications. The qualifications can be demonstrated through the interview or other designated process (e.g., skills tests, etc.). These requirements can be obtained through Human Resources or the nurse manager.~~

~~All positions will require no greater than thirty-two (32) pounds lifting requirement.~~

~~If a station/unit is able to post available hours less than a .4 or shift rotation that is not a vacated or new position, they may be posted on the station/unit bulletin board and be granted according to seniority.~~

In filling any such ~~bargaining unit~~ position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the relevant staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the ~~applicable 710~~-day window, preference will be given by seniority over candidates not currently employed by the Hospital. Nurses who meet the first ~~level~~tier of required qualifications will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the second ~~level~~tier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the next ~~level~~tier of qualifications (internal candidates by seniority, then external candidates), depending on the number of ~~level~~stiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:~~0100~~00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

~~If a nurse meets the minimum qualifications and accepts a job offer for an open position, the hospital will pay for any additional required coursework necessary for that unit (e.g., critical care or telemetry classes). This payment includes pay for time spent in class as well as registration fees.~~

Nurses filling posted positions shall be required to maintain a position on that same unit for six months following the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager. Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.



16. SCHEDULES AND POSTING

(c) — Posting and Filling of Positions: If a nursing position is or will be open, the Hospital will post a notice electronically and on the bulletin board for a period of at least seven (7) calendar days before permanently filling the position. For purposes of the posting period in the next paragraph, the applicable notice is the one posted electronically. Any vacancy shall be posted prior to a unit's reconfiguration of shift patterns, except as permitted by Section 7, Rotation and Shift of Choice, and Section 6, Part time Nurses, subsection (h) and to accommodate every third weekend schedules. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply. registered nurse position is or will be open, and if the opening concerns a shift, schedule and/or FTE change within a department, the Hospital may post and fill the vacancy through the following internal, departmental process:

The Hospital will send an email to all nurses in the relevant department describing the position that is open and the deadline (7 calendar days from the date of the email) for stating their interest in the position. The Hospital will also send an additional electronic notice (e.g., text message, page) to the relevant department nurses stating that the position is open. If a nurse wants to apply, the nurse must reply to the email stating the nurse's intent to apply for the specific position. The position will be filled by the most senior, qualified applicant within the department.

Otherwise, the Hospital will post a notice electronically for a period of ten (10) calendar days before permanently filling the position. Said notice shall include a listing of the position title, responsibilities, the shift, the unit involved, the number of hours per week or payroll period, and the required qualifications, including physical and mental demands for the position. These qualifications include years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three tiers of required qualifications.

The posting will include the date on which it was posted and the date and time the posting period will end, which will count as the period in which seniority applies for the granting of any position. The posting period will run from the date of the posting until 12:0400 a.m. following the seventh~~tenth~~ day after the posting. The date of the posting will not count as the first day. (For instance, if the opening was posted on Tuesday~~the 1st day of the month~~, the posting period will run until 12:0400 a.m. the following Wednesday~~—11th day of the month.~~) If no qualified nurses apply within the posting period and the Hospital determines that the position



still should be filled (with or without modifications to the job qualifications), then the position will ~~be reposted for another 7-day window.~~

~~The posting will also include the required qualifications, including physical and mental demands, for the position. These qualifications are defined as years of experience, work experience, current certifications (or certifications to be obtained if the position is awarded), licensure, and education. The Hospital may state up to three levels of required qualifications remain posted and may be filled by any qualified applicant.~~

In filling any such position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. The nurse must be notified at the time the position is offered and accepted that a delay in transfer may occur. If a manager ~~feels~~determines there is a compelling patient care reason to exceed the three (3) month limit, the issue must be brought to the ~~Staffing Advisory Committee~~relevant staffing body where applicable as soon as the potential for further delay is recognized.

For qualified bargaining unit nurses who apply within the ~~applicable 710-day~~ window, preference will be given by seniority over candidates not currently employed by the Hospital. Nurses who meet the first ~~level~~tier of required qualifications will be considered first (internal candidates by seniority, then external candidates). If there are no qualified candidates at that first ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the second ~~level~~tier of qualifications (internal candidates by seniority, then external candidates). If there are no qualified candidates at that second ~~level~~tier of required qualifications, then the Hospital would consider applicants meeting the next ~~level~~tier of qualifications (internal candidates by seniority, then external candidates), depending on the number of ~~level~~tiers of qualifications determined by the Hospital.

Internal candidates who are offered the position will be notified by email and telephone of the offer. The nurse must respond within seven days after the email is sent or the offer will be deemed to have been declined. The period will run from the date of the offer until 12:~~01~~00 a.m. following the seventh day after the offer. The date of the offer will not count as the first day. If a nurse accepts a position, he/she will be disqualified from any other positions that he/she has applied for and are in process. The response must be sent by email. Internal applicants who are not awarded the position will be notified they were not selected.

Nurses filling posted positions shall be required to maintain a position on that same unit for six months following the start date in the unit before transferring to another posted position unless mutually agreed upon between the nurse and the manager.

Note that nurses are allowed to change shifts, schedules and/or FTEs within the same unit.



EXHIBIT G  
VACATION ALLOCATION FORMULA

Abbott Northwestern/PEI

9. VACATIONS:

C. ~~Formula for Determination of Vacation Allotment by Manager on a Unit by Unit Basis:~~

~~During the 2007 negotiations, the parties agreed to implement the Allocation Formula: The following ~~vacation allocation~~ formula for vacation scheduling starting in 2008. The formula is constructed as follows:~~

~~1. ~~The will be used to determine the total number of vacation hours available per day on each unit.~~~~

~~Step 1: Determine the total number of vacation hours earned per nurse, per during the previous year shall be calculated based on by multiplying the average total compensated hours worked (average (not scheduled FTE), not) for each nurse by the hired FTE, in the prior year multiplied by the applicable annual vacation accrual rate; i. (e.g., two weeks, three weeks, four weeks, four weeks and three days, or five weeks. In addition,).~~

~~Step 2: Add each nurse's personal holiday hours (two holidays for part-time RNs, three holidays for full-time RNs) are added, plus and any sick leave conversion hours converted to vacation hours is included to the product determined in Step 1.~~

~~The total number of vacation hours available per day on each unit shall be calculated as follows:~~

~~1. ~~The manager takes~~ Step 3: Add together the total number of hours earned per year, per for each nurse, for all nurses on determined through Steps 1 through 2.~~

~~Step 4: Divide the unit. This total number is then divided for the unit determined through Steps 1 through 3 by 365 days. The total number of hours per day will be increased and increase the result by ten percent (10%) for the total vacation hours available per day per unit. This then equals the total number of vacation hours per day. %).~~

~~The final number is the total number of vacation hours per day for the unit.~~

Mercy

10. VACATIONS

~~—————~~ D. **Vacation Allocation Formula:** ~~During the 2007 negotiations, the parties agreed to implement the:~~ The following vacation allocation formula for vacation scheduling starting in 2008:

~~—————~~ The will be used to determine the total number of vacation hours available per day on each unit.

Step 1: Determine the total number of vacation hours earned per year per during the previous year by multiplying the total compensated hours (not scheduled FTE) for each nurse shall be calculated as follows:

~~—————~~ The by the applicable annual vacation accrual rate (i.e.g., two weeks, three weeks, four weeks) is multiplied by each nurse's average FTE from the previous year. The average FTE equals the average of all hours worked, not the hired FTE. In addition,).

Step 2: Add each nurse's personal holiday hours (two holidays for part-time RNs, three holidays for full-time RNs) and any earned sick leave conversion hours converted to vacation to the product determined in Step 1.

Step 3: Add together the total number hours are included for each nurse determined through Steps 1 through 2.

~~—————~~ The manager takes  
Step 4: Divide the total number of vacation hours earned per year per nurse for all nurses on the unit. This number is then divided determined through Steps 1 through 3 by 365 days. The total number of hours per day will be increased and increase the result by ten percent (10%) for the total vacation hours available per day per unit. This then equals %).

The final number is the total number of vacation hours available per day for the unit.



**United**

9. **VACATIONS**

~~—~~ (c) **Vacation Allocation Formula:**

~~;~~ The following formula will be used to determine the total number of vacation hours available per day on each unit.

~~1. —~~ Step 1: Determine the total number of vacation hours earned per during the previous year shall be calculated as follows:

~~Annual vacation accrual rate times by multiplying the total compensated hours (not scheduled FTE) plus for each nurse by the applicable annual vacation accrual rate (e.g., two weeks, three weeks, four weeks).~~

~~Step 2: Add each nurse's personal holiday hours (two holidays for part-time RNs, three holidays for full-time RNs) plus and any sick leave conversion to vacation hours equals hours earned converted to vacation to the product determined in Step 1.~~

~~Step 3: Add together the total number hours for each nurse determined through Steps 1 through 2.~~

~~Step 4: Divide the total number for the unit determined through Steps 1 through 3 by 365 days and increase the result by ten percent (10%).~~

~~a.~~ The final number is the total number of vacation hours available per day shall be calculated as follows: for the unit.

~~Total number of hours earned per year, divided by eight (8) and then divided by fifty two (52) equals number of shifts per week. The number of shifts per week will be increased by ten (10) percent for a total vacation shifts available per week.~~



EXHIBIT I  
ABBOTT NORTHWESTERN ENDOSCOPY LOU

Abbott Northwestern

LOU MNA ANW/PEI #15  
Effective Date: ~~March 2008~~ June 1, 2019  
~~Expiration Date: Ongoing~~

LETTER OF UNDERSTANDING  
between  
Minnesota Nurses Association and  
Abbott Northwestern Hospital / Phillips Eye Institute

REGISTERED NURSES IN THE PROCEDURE AND PREP AND RECOVERY AREAS  
ENDOSCOPY DEPARTMENT

1. Endoscopy registered nurses will ~~continue with work between~~ the ~~current~~ hours of ~~operation until staffing~~ ~~permits~~ 6:00 a.m. and 6:30 p.m. unless the decision is made to expand the hours ~~(7:00 a.m. — 7:00 p.m.)~~.
2. All Endoscopy nurses (including ACNMs) will arrange for scheduling of the on-call ~~schedule~~ ~~with shifts within~~ the unit ~~maintaining the same number of nurses as is on call currently. No registered nurse will be required to work more on call than is currently in place as of the date of this agreement.~~ This agreement includes the provisions outlined in Section 5, "On-Call Duty."
3. ~~The employer will agree to post 11:00 a.m. and 2:00 p.m. start times in the future. 11:00 a.m. Start times posted, but current hours of operation do not support a 2:00 p.m. start time.~~
4. ~~Prep and Recovery nurses will retain the option for one year to work in the Infusion area. If there are Infusion work / positions above the 4.4 FTE, the Prep and Recovery nurse will be offered the work / hours.~~
5. ~~Changes in the future from eight-hour shifts would be voluntary, as specified in the labor agreement, unless the employer decides to hire into other than eight-hour shifts, which is permitted in the labor agreement. All flexible schedule agreement positions or conversions to ten or 12-hour shifts will be reviewed and mutually agreed upon in MNA Labor Management. Ten- or 12-hour shifts and positions will not affect any nurse's eligibility for Shift of Choice or early start times.~~
6. Prep and Recovery nurses would continue with only "short call" until 8:00 p.m., with Saturday and Sunday scheduling as it currently exists.
7. Helping Hands work would occur only during low census in the Endoscopy area.

8. The ACNMs will take patient assignments frequently enough to maintain competency in their — respective areas to cover weekend and call rotations. The ACNMs employed as of the effective date of this LOU will not be required to — cross-train to the opposite area, either Procedural or Prep and Recovery.

~~9. Changes in the staffing and hiring practices are as follows: Nurses defined as rotating between Prep and Recovery and Procedures (Blender) will have the following three options:~~

9. Work areas:

- ~~A. Current nurses will have the option of declaring (if desired) their who were grandfathered to either Prep and Recovery or Procedures will continue to work there area of Prep and — Recovery or Procedures and maintain their current FTE, and shift.~~
- ~~B. Current nurses may choose to who rotate between the Prep and Recovery and Procedure — areas (Blender position;) will continue to work in both areas.~~
- ~~C. Newly-hired nurses will be hired with one of three options: to rotate between Prep and Recovery and Procedures (Blender).
  - ~~i. Prep and Recovery~~
  - ~~ii. Procedures~~
  - ~~iii. Rotating between Prep and Recovery and Procedures (Blender)~~~~
- ~~D. On call assignments for nurses electing rotation between Prep and Recovery and Procedures will be 50% in each area and will be in accordance with #2 above.~~
- ~~E. Scheduling for nurses electing rotation between Prep and Recovery and Procedures (Blender) will be a maximum of 60% in Procedures and a minimum of 40% in Prep and Recovery in a four-week schedule.~~
- ~~F. Current rotating nurses that elect assignment to either Prep and Recovery or Procedures will transition based on the available open positions for their requested area and when orientation is completed for their replacement.~~
- ~~G. Based on this agreement and the choice to change current areas of work, on call rotation and the amount of on-call will be maintained as of the date of this agreement.~~
- ~~H. New work agreements will be signed for all staff in Endoscopy, confirming their choice of work area — Prep / Recovery, Procedures, or rotating between both — FTE, shift assignment, on-call, and weekend requirements, if any.~~

ALLINA HOSPITALS

MINNESOTA NURSES ASSOCIATION

SIGNED

SIGNED

By \_\_\_\_\_  
Nancy Gerber, Senior HR Generalist

By \_\_\_\_\_  
Susan Mason, Labor Relations Specialist

\_\_\_\_\_ SIGNED \_\_\_\_\_ SIGNED  
By \_\_\_\_\_ By \_\_\_\_\_  
Terry Graner Diane Johnson, RN, MNA Chairperson  
Vice President, Patient Care Services Abbott Northwestern Hospital / PEI

\_\_\_\_\_ SIGNED \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
Robert Pandiscio, RN, MNA Chairperson  
Abbott Northwestern Hospital / PEI