

Methodist Hospital Proposals - 3/27/19

Methodist Hospital values our nurses and looks forward to engaging with their representatives during the 2019 negotiations in a cooperative and productive manner.

Methodist Hospital proposes the following non-economic changes to the Collective Bargaining Agreement between Park Nicollet Methodist Hospital and the Minnesota Nurses Association.

- 1. Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.**
 - a. Modify Article 3 (Hours) Section I (Alternative Weekend Schedules) by eliminating it in its entirety as program is no longer utilized.
 - b. Modify Article 4 (Salary) Section D to eliminate mention of LPN.
 - c. Modify Article 5 Section B (On-Premises On-Call Pay) to remove specific on premise on call rate.
 - d. Modify Article 13 (Leave of Absence) Sections B, C, and Article 28 (Insurance Benefits) Section A. and any others to remove mention of "life partners" "same sex partners", "spousal equivalents" and similar terms from the contract.
 - e. Modify Article 28 (Insurance Benefits) Sections A, C and E and any others that make reference to Section 6 C3 to change reference to appropriate article (10)(A) and delete the 2nd paragraph of 28(A)(3).
 - f. Eliminate Action Plans -2007 from CBA.

- 2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.**
 - a. Modify Article 3 (Hours) Section L to memorialize the LMC agreement that the 25 years of calendar service referenced needs to be in the bargaining unit at Methodist Hospital.
 - b. Modify Article 4 (Salary) Section P (Longevity Bonus) to memorialize the LOU the parties signed on 10/3/16 that provides clarification on how On-Call (Casual) and Per Diem Nurses are paid the longevity bonus.
 - c. Modify Article 8 (Holidays) by adding a section to memorialize the LOU the parties finalized on 5/7/13 which defines how floating holiday hours are front loaded into a nurses floating holiday accrual bank based on FTE at time of front loading and how the floating holiday benefit is administered when a nurses FTE or shift length changes.
 - d. Modify Article 14 (Low-Need Days and Layoff) Section A, 3 to memorialize the LOU the parties finalized on 1/23/19 which better defines terms and conditions required for an RN to maintain seniority hours after leaving the bargaining unit for another position within Park Nicollet.
 - e. Modify Appendix A. (Dental Plan Specifications) Section IV to indicate orthodontia is an *included* rather than excluded benefit.
 - f. Modify Appendix C (Recognized Certification Programs) by replacing the current listing with the most recent LMC approved listing.

- 3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.**
 - a. For clarification purposes only, modify Article 2, Section D (Educational Development) to reflect the \$600 available for workshops, courses and other educational programs comes out of the dollars provided for in Article 2A and are not in addition to the dollars provided in Article 2A.
 - b. For clarification purposes only, modify Article 3 (Hours) Section C, 1 to reflect total seniority hours required (52,000) to be weekend exempt
 - c. For clarification purposes only, modify Article 3 (Hours) Section D to reduce confusion regarding weekend bonus eligibility.
 - d. For clarification purposes only, modify the first paragraph of Article 7 (Rotation and Shift of Choice) to reflect total seniority hours required (20,800) to be eligible to request shift of choice.
 - e. For clarification purposes only, modify Article 29 (Pre-tax Spending Account) to reflect practice of complying with Federal Tax Code.

- f. For clarification purposes only, modify Article 33 Section A. (Payroll Dues Deductions) to reflect the Hospital's obligation ends with the expiration of the contract absent an agreement to extend or renew the Collective Bargaining Agreement.
4. **Modify Article 9, Section d (Vacation Scheduling) to place limit on the number of days a nurse can be granted vacation between May 15 and Sept 15.**
 5. **Modify Article 11, Section B (Drug and Alcohol Testing) to indicate the Hospital's non contract Drug Testing Policy as it exists from time to time is applicable to the bargaining unit. Eliminate Appendix B (Drug and Alcohol Testing Policy).**
 6. **Modify Article 14, Section E (Mandatory Low-Need Days) to modify eligibility and notice time.**
 7. **Modify Article 17 (Discipline and Termination of Employment) and Article 16, Section E (Posting and filling Open Positions) to reflect that a Nurse cannot transfer to a new position outside of their current unit for a period of time following a Written Warning or greater being issued to them.**
 8. **Modify Article 16, Section E (Posting and Filling of Positions) to reflect that a Nurse cannot transfer to a new position outside of their current unit until they have been employed by their current unit for a defined period of time.**
 9. **Modify Article 23 (Orientation) to add an Assessment Period which includes the ability to terminate employment during such period without it being subject to the just cause or grievance procedure provisions of the contract.**
 10. **Modify Article 39 (Duration and Renewal) to remove the requirement that the parties exchange proposals by a specific date.**
 11. **Modify Article 28, Section 5 A to allow all MNA RN's access to non contract plans each year during open enrollment. Eliminate historical language from 2007.**
 12. **The Hospital also proposes such other changes to the Collective Bargaining Agreement as may be necessary to conform the contract to the proposals set forth herein.**

The Hospital reserves the right to add to, delete from, or otherwise modify the proposals set forth herein.

Proposal 1 a

Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- a. Modify Article 3 (Hours) Section I (Alternative Weekend Schedules) by eliminating it in its entirety as program is no longer utilized.

~~Article 3, Section I – Alternative Weekend Schedules:~~

~~The opportunity for alternative weekend schedules will be made available at a level equal to 5% of budgeted RN FTEs. Flexible schedules of both eight (8) and twelve (12) hour shifts every weekend will be offered. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for available alternative weekend schedules. Alternative weekend schedules will be unit-specific wherever possible. The remaining alternative weekend schedules will be in the float pool. Plans established under this Section 3 I shall be subject to the following conditions:~~

- ~~1. Unless otherwise expressly modified by this subsection I, the provisions of Section 3 H, "Flexible Work Schedules," shall be fully applicable to the alternative weekend schedules.~~
- ~~2. Twelve (12) Hour Alternative Weekend Schedules:
 - ~~a. Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 3:00 p.m. Friday and 7:00 a.m. Monday.~~
 - ~~b. A nurse electing this program will be scheduled to work two twelve (12) hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. Payment shall be at time and one-half (1½) the hourly rate.~~
 - ~~c. A nurse working two (2) twelve (12) hour weekend shifts on an alternative weekend schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually provided benefits, including pension. Seniority will accrue on actual hours worked plus actual hours lost under Section 14 B and D. A nurse will receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work.~~
 - ~~d. For purposes of Section 14 E, a nurse on an alternative weekend schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled twelve (12) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with Section 14 B, will be given one and one-half (1½) hours credit toward benefits for all hours lost.~~
 - ~~e. Vacation and sick leave used shall be paid and be deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as vacation or sick leave.~~~~
- ~~3. Eight (8) Hour Alternative Weekend Schedules:~~

- a. ~~A nurse electing this program will be scheduled to work five eight (8) hour shifts in a two-week period. Payment shall be at the rate of one and one-half (1½) times the hourly rate. For the 16-hour weekend, it is likely that straight p.m. or straight nights would work Friday/Saturday. When working a weekend p.m./night shift, the normal schedule will be Friday, Saturday and Sunday. The weekend is between 3:00 p.m. Friday and 7:00 a.m. Monday.~~
- b. ~~A nurse working eight (8) hour shifts on an alternative weekend schedule shall be credited with one and one-half (1½) hours toward accumulation of all contractually provided benefits, including pension, for each hour worked on the alternative weekend schedule. A nurse will receive one hour of credit toward benefits for each additional hour the nurse agrees to work. Seniority will accrue on the actual hours worked plus the actual hours lost under Section 14 B and D.~~
- c. ~~If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled eight (8) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with section 14 F, will be given one and one-half (1½) hours credit towards benefits for all hours lost.~~
- d. ~~Vacation and sick leave used shall be paid and be deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive 12 hours of pay for each eight (8) hour weekend shift taken as vacation or sick leave.~~
4. ~~A nurse electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.~~
5. ~~Holiday pay shall be based on the number of hours regularly scheduled under the alternative weekend program.~~
6. ~~Section 3 D relating to the weekend bonus and Section 4 M relating to the weekend premium and Section 4 K relating to shift differential shall not apply to the weekend shifts for which a nurse is normally scheduled under the alternative weekend schedules, but will apply to any additional weekend shifts a nurse agrees to work.~~
7. ~~The basic workweek for nurses on the alternative weekend program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked under this alternative weekend program. Further, a nurse working in excess of her or his scheduled workday shall be paid time and one-half (1½) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double (2) time.~~
8. ~~Nurses on the alternative weekend program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve (12) hour shifts on weekends under this program or other schedules including twelve (12) hour shifts on a weekend developed in accordance with Section 3 H above.~~
9. ~~A nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 3 H. The nurse shall be entitled to~~

~~return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the alternative weekend program.~~

~~The alternative weekend schedule will be offered for the life of this Contract, but not less than three years. The Hospital shall give the nurses no less than twelve (12) months notification that the program will be discontinued. If alternative weekend schedules are discontinued, the nurse will be returned to the previously scheduled hours and shift rotation held prior to joining the alternative weekend schedule.~~

- ~~10. A nurse participating in this alternative weekend program may, with Hospital approval, trade hours with a nurse who is not on an alternative weekend schedule. Each nurse involved in the trade will be paid at that nurse's regular rate of pay excluding the alternative weekend schedule premium and in accordance with that nurse's standard for overtime eligibility. A nurse on an alternative weekend schedule who trades hours with another nurse who is scheduled to work a twelve (12) hour shift between 3:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section 3 I. Any nurse who agrees to work a scheduled shift for a nurse on an alternative weekend schedule shall be paid at the rate of pay the nurse would otherwise receive for weekend work.~~

Proposal 1 b

Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- b. Modify Article 4 (Salary) Section D to eliminate mention of LPN.

Article 4, Section D. Recognition of LPN or Other Non-RN Experience:

~~An licensed practical nurse or other~~ employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at this Hospital and 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, "Low-Need Days and Layoff," shall begin to accrue as of the date the employee commences employment as a registered nurse.

proposal 1 c

13. Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- c. Modify Article 5 Section B (On-Premises On-Call Pay) to remove specific on premise on call rate.

Article 5, Section B On-Premises On-Call Pay:

Nurses who are required to remain on Hospital premises during on-call duty shall be paid at a rate of ~~eight dollars and fifty cents (\$8.50) per hour~~ or the higher of the federal or state minimum wage, whichever is greater. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call hours shall be paid at the rate of one and one-half (1½) times the on-call rate to the extent that the total hours worked by a nurse during a two- (2) week period, including on-call hours, exceeds eighty (80). If the nurse is called to work during this time, she or he will be paid as provided in Sections 3 and 4.

proposal 1 d

14. Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- d. Modify Article 13 (Leave of Absence) Sections B, C, and Article 28 (Insurance Benefits) Section A. and any others to remove mention of "life partners" "same sex partners", "spousal equivalents" and similar terms from the contract.

Article 13, Section B Serious Illness or Death in the Immediate Family:

A leave of absence without pay will be granted to nurses for serious illness or death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, ~~life partners~~, foster children, and such others as may be agreed upon between the nurse and the Hospital) for the period of up to ninety (90) calendar days. The nurse will also be granted such leave for family members and others for which the nurse is the appointed legal guardian. The nurse will be required to produce legal documentation of such guardianship upon request. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The Hospital will not permanently fill the nurse's position during the period of leave of absence.

The Hospital will provide nurses the benefits contained in the Hospital's Primary Caregiver Policy as it exists from time to time.

Article 13, Section C Bereavement Leave:

A leave of absence of three (3) days without loss of pay will be granted to nurses in case of death in the immediate family (loss of parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, stepsons, step-daughters, ~~life partners~~, foster children, and such others as may be agreed upon between the nurse and the Hospital) for the purpose of attending the funeral. Such three (3) day leave shall be for work days lost during a five (5) day period starting two (2) days prior to the funeral through two (2) days after the funeral or any other work days lost to attend a ceremonial event associated with death. A fourth (4th) day of funeral leave with pay shall be permitted if travel to the funeral event is greater than 300 miles.

Section 28 INSURANCE BENEFITS:

A. Hospitalization Insurance:

The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

1. The Hospital shall pay twenty-five dollars (\$25.00) per month or eighty-five percent (85%) of the single employee premium, whichever is greater, toward the cost of single employee coverage under the Methodist Hospital Primary Plan for those nurses electing to be covered by the insurance program. The Hospital shall pay 75% per month toward single plus one or family coverage under the Methodist Hospital Primary Plan for those nurses electing such coverage. Eligible dependents shall include, among others, ~~spousal equivalents defined as same sex partners who submit an "Affidavit of Spousal Equivalency"~~ and dependent children. The balance of the premium cost shall be paid by the nurse.

Contributions to other health insurance plan options shall be based on the dollar contributions noted above or the current dollar contributions to the other plan options, whichever is greater.

Hospital Proposal 1 e

15. Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- e. Modify Article 28 (Insurance Benefits) Sections A, C and E and any others that make reference to Section 6 C3 to change reference to appropriate article (10)(A) and delete the 2nd paragraph of 28(A)(3).

Article 28, Section A INSURANCE BENEFITS:

B. Hospitalization Insurance:

The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

1. The Hospital shall pay twenty-five dollars (\$25.00) per month or eighty-five percent (85%) of the single employee premium, whichever is greater, toward the cost of single employee coverage under the Methodist Hospital Primary Plan for those nurses electing to be covered by the insurance program. The Hospital shall pay 75% per month toward single plus one or family coverage under the Methodist Hospital Primary Plan for those nurses electing such coverage. Eligible dependents shall include, among others, spousal equivalents defined as same sex partners who submit an "Affidavit of Spousal Equivalency" and dependent children. The balance of the premium cost shall be paid by the nurse.

Contributions to other health insurance plan options shall be based on the dollar contributions noted above or the current dollar contributions to the other plan options, whichever is greater.

2. Part-time nurses meeting the hours requirement in Section ~~6 C3~~ 10(A) of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.
3. A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under the pension plan to which the Hospital has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital as said program is provided for in Section 28 at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

~~A nurse who terminates employment prior to January 1, 2007, and is pension eligible under the Rule of 85 (age plus pension benefit credit years equal 85 or more) and has applied for pension benefits is entitled to have the Hospital continue paying the Hospital's portion of the health insurance for two (2) years after termination. Any nurse who is actively receiving this support as of January 1, 2007, shall continue to receive such support for the remainder of the two (2) year benefit time period.~~

An additional hospitalization insurance provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14 F relating to Layoff of this Contract Agreement.

Article 28, Section C Life Insurance:

The Hospital shall provide and pay the full cost of a group term life insurance program for full-time nurses and regular part-time nurses meeting the hours requirement in Section ~~6-C3~~ 10(A) of this Agreement. The Plan shall include the following basic provisions:

4. The amount of coverage shall be \$50,000.00 for full and part-time nurses.
5. Nurses shall be covered by the plan on the first day of the month following the date of employment.
6. Coverage shall continue to age seventy (70).
7. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the insurance contract and any amendments shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

C. Article 28, Section E Dental Insurance:

The Hospital shall provide and pay the full cost of a group term dental insurance program for full-time nurses and regular part-time nurses meeting the hours requirement in Section 10(A) ~~6-C3~~ of this Agreement. The plan shall include the following basic provisions:

1. The plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type 1 expenses shall be reimbursed at 80% of the reasonable and customary charge with no deductible; Type 2 expenses shall be reimbursed at 80% of the reasonable and customary charge with a \$25.00 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of \$25.00 per year.
2. All benefited nurses employed shall be automatically covered by the plan, and newly-hired nurses shall be covered on the first day of the month following the nurse's date of hire with the Hospital.
3. The Hospital will make a program providing dependent group dental coverage available, the additional premium for such dependent coverage to be paid by the nurse.
4. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

Hospital Proposal 1 f

16. Eliminate outdated, unnecessary language from the Collective Bargaining Agreement.

- f. Eliminate Action Plans -2007 from CBA.

YOUR HOSPITAL HUMAN RESOURCES OFFICE ACTION PLANS – 2007

During the 2007 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the Hospital and the Minnesota Nurses

Association Labor Management process. Such Action Plans remain the mutual responsibility of the Association and the Hospital and, as such, will be referred to the Methodist Hospital / Minnesota Nurses Association Labor Management Committee for clarification, direction, and oversight.

The following are the agreed upon Action Plans:

Labor/Management Committee

Representatives from Performance Development Resources, the Minnesota Nurses Association, and Nursing Administration will meet to discuss orientation models.

The Labor Management Committee (LMC) will coordinate the process for relocation of the TIPS pay station used by Emergency Center Registered Nurses. Placement decisions will be made after construction and reconfiguration plans are known and with the input of Emergency Center and Flying Squad staff. Periodic progress reports will be made to the LMC by the Emergency Center Director and/or Nurse Manager and appropriate MNA representatives.

The following are agreed upon action plans related to TIPS:

- A glossary of abbreviations, terms, and pay codes used in TIPS shall be made available for nurses.
- Education and communication around TIPS changes and capabilities with a variety of teaching methods. Includes making known that there is an on-line tutorial.
- If the nurse has a home computer and a broadband connection, and upon the nurse's request, the hospital will make available VPN access for the purpose of viewing TIPS information.

The Labor Management Committee will be responsible for developing a plan to support the participation and engagement of nurses in Kaizen initiatives and support the implementation and change associated with Kaizen activities. The plan will consider the following points:

- Hold informational meetings one week prior to RPIW
- Written communication to each shift prior to implementation of change
- Build safety stop into RPIW process
- Solicit and evaluate idea forms – four weeks prior to RPIW
- Nurse group to come up with ideas for new RPIWs
- Orientation sessions regarding LEAN process
- Understand how systems are at the point where RPIWs become necessary

- Catalog and reminders of LEAN successes

The Labor-Management Committee will be responsible for developing a plan to improve the functioning of labor-management committees. The plan should consider the following:

- Committees have an evaluation of how they think they are doing
- Have ground rules that are clear for meetings
- Training sessions for all committee members
- Effective meeting management training
- Increase use of task forces
- Evaluate the size of committees
- Consider having a meeting day when all committees can meet
- Utilize training through FMCS regarding Labor-Management committees
- Require that each committee use an interest-based approach
- All members of committees equally share the work
- After evaluating the size of committees, determine the appropriate number of members per committee.

The Labor-Management Committee will develop a plan where newly graduated nurses may elect to have a mentor for their first year of employment at the Hospital.

The Labor-Management Committee will establish a task force including staff nurses and nursing management to work on interim solutions to increase the readability of information displayed on portable computers.

Nursing Care Delivery Committee

The Nursing Care Delivery Committee will develop a clear definition of roles and a process for ensuring compliance.

The Nursing Care Delivery Committee will develop educational opportunities for nurses to strengthen delegation skills.

Nursing Health and Safety Committee

The Nursing Health and Safety Committee will:

- Develop a system which improves the use of referrals of issues to the committee.
- Develop an injury risk assessment tool.
- On an annual basis, review and revise as necessary, the Patient Safe Lifting and Handling Policy annually (I.84). Policy revisions will incorporate research into assessment and communication of injury risk for patients and staff.
- Develop a process for communication of BBF/PPE issues to the committee.
- Research the latest information to ensure that use of alcohol hand rubs does not adversely affect a nurse's employment, and make recommendations for needed changes to practice.

Staffing Advisory Committee

The Staffing Advisory Committee will review the use of call shifts in the PACU, with particular regard to the number of call shifts a nurse is expected to take each pay period.

The Staffing Advisory Committee will review recommendations and plans developed by each nursing unit which will address providing vacation time off to both junior and senior nurses.

~~The Staffing Advisory Committee will develop a definition of a closed unit.~~

~~The Staffing Advisory Committee will rewrite the Staffing and Scheduling Policy as it is applied to MNA nurses to be consistent with the MNA contract.~~

~~The Staffing Advisory Committee will review processes in closed units regarding the cancellation order and notice for cancellation (to include both voluntary and mandatory low need) and prepare a Memorandum of Understanding to be attached to the contract if the processes are different than those contained in the contract.~~

Hospital Proposal 2 a

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- a. Modify Article 3 (Hours) Section L to memorialize the LMC agreement that the 25 years of calendar service referenced needs to be in the bargaining unit at Methodist Hospital.

Article 3, Section L Floating:

Nurses with twenty-five (25) or more calendar years of service as an RN in the Bargaining Unit at the Methodist Hospital shall not be required to float off of their home unit.

Hospital Proposal 2 b

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- b. Modify Article 4 (Salary) Section P (Longevity Bonus) to memorialize the LOU the parties signed on 10/3/16 that provides clarification on how On-Call (Casual) and Per Diem Nurses are paid the longevity bonus.

Article 4, Section P Longevity Bonus:

Each June 1st, for all full time and part time Registered Nurses with twenty (20) or more calendar years of service as of June 1st, a bonus payment will be determined. The bonus will be calculated based on the previous six (6) months authorized hours as follows:

- 20-24 calendar years \$1500.00 prorated for FTE status
- 25-29 calendar years \$2000.00 prorated for FTE status
- 30-34 calendar years \$2500.00 prorated for FTE status
- 35-39 calendar years \$3000.00 prorated for FTE status
- 40+ calendar years \$3500.00 prorated for FTE status

For all on-call (casual) and per diem nurses with twenty (20) or more calendar years of service as of June 1st, a bonus payment will be determined. The bonus will be calculated based on all hours worked in the previous six (6) months and calculated as follows:

Average hours worked is between .8-1.0 FTE = \$300 bonus

Average hours worked is between .6-.8 FTE = \$200 bonus

Average hours worked is between .4-.6 FTE = \$100 bonus

i Average hours worked is .4 = \$50 bonus

Effective June 1, 2005, the longevity bonus shall be calculated based upon the nurse's actual hours worked, including scheduled time off (not including sick leave) or the nurse's authorized hours, whichever is greater

Hospital Proposal 2 c

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- c. Modify Article 8 (Holidays) by adding a section to memorialize the LOU the parties finalized on 5/7/13 which defines how floating holiday hours are front loaded into a nurses floating holiday accrual bank based on FTE at time of front loading and how the floating holiday benefit is administered when a nurses FTE or shift length changes.

Floating Holiday Accruals

Floating holiday hours are front loaded at the start of each contract year and are based on the nurses scheduled shift length and FTE status on May 15th of each year as outlined below. Newly hired nurses will be credited with the appropriate amount of floating holiday hours as outlined below. Once the floating holiday hours are front loaded, there will be no adjustments made to the floating holiday balance if a nurse's FTE or shift length changes during the contract year.

<u>Scheduled Shift Length as of 5/15 of each year</u>	<u>Full Time - Floating Holiday hours front loaded for upcoming contract year</u>	<u>Part Time- Floating Holiday hours front loaded for upcoming contract year</u>
<u>All 8 hour shifts</u>	<u>24 hours</u>	<u>16 hours</u>
<u>All 10 hour shifts</u>	<u>30 hours</u>	<u>20 hours</u>
<u>All 12 hour shifts</u>	<u>36 hours</u>	<u>24 hours</u>
<u>8 hour and 10 hour shifts</u>	<u>27 hours</u>	<u>18 hours</u>
<u>8 hour and 12 hour shifts</u>	<u>30 hours</u>	<u>20 hours</u>
<u>10 and 12 hour shifts</u>	<u>33 hours</u>	<u>22 hours</u>

Hospital Proposal 2 d

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- d. Modify Article 14 (Low-Need Days and Layoff) Section A, 3 to memorialize the LOU the parties finalized on 1/23/19 which better defines terms and conditions required for an RN to maintain seniority hours after leaving the bargaining unit for another position within Park Nicollet.

Article 14 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 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.

A. Definitions:

As used in this Section 14, the following terms shall be defined as follows:

1. "Clinical Group" means a unit or group of units which require similar nursing skills.
2. "Qualified" means the ability to independently provide safe, direct patient care for the standard case load on the unit within a reasonable period of orientation not to exceed four (4) weeks, but said term does not require proficiency in all technical skills or the performance of leadership roles.
3. "Seniority" means the total compensated hours accrued by a nurse since her or his most recent date of employment into the bargaining unit at the Hospital. Compensated hours, as qualified in this paragraph, shall include all hours for which a nurse is paid. Each overtime hour worked shall be counted as one (1) compensated hour. Off-premises on-call shall be counted at the conclusion of each W-2 year at the rate of one-fourth ($\frac{1}{4}$) of the on-call hours paid. In addition, compensated hours shall include hours which Section 13, "Leave of Absence," subparagraphs A, D, E, G, and I provide are hours worked or hours for which length of service increments accrue.

The above notwithstanding, seniority for a nurse who transfers to a nonsupervisory and non-managerial nursing position that is not covered by the Contract Agreement and is on the continuous Methodist Hospital campus in the same hospital in which the nurse is employed in a bargaining unit position, shall accrue no further seniority. The nurse's accrued seniority shall be maintained on the nurse's record and shall be restored to the nurse if she or he transfers back to a bargaining unit position within one (1) year. The nurse may not exercise frozen seniority for any purpose under this Contract while in the non-bargaining unit position. If the nurse does not return to a bargaining unit position within one (1) year from the date of the transfer out of the bargaining unit, all bargaining unit seniority is lost.

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the Hospital each six (6) months and provided to the Minnesota Nurses Association.

Hospital Proposal 2 e

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- e. Modify Appendix A. (Dental Plan Specifications) Section IV to indicate orthodontia is an *included* rather than excluded benefit.

APPENDIX A - DENTAL PLAN SPECIFICATIONS

Employee Only Coverage

- I. Type I Expenses
 - A. Deductible None
 - B. Reimbursement 80%

- I. Type II and III Expenses
 - A. Deductible \$25 per calendar year
 - B. Type II Expenses Reimbursement 80%
 - C. Type III Expenses Reimbursement 50%

- III. Calendar Year
 - Individual Maximum \$1500.00

- IV. Orthodontia Included ~~Excluded~~

- V. Service Waiting Period First of the month following date of hire

- VI. Employee Contribution None

General Schedule of Dental Services (Reimbursable Expenses)

- A. Type I Expenses (Diagnostic and Preventive)
 - * Oral examinations
 - * X-Rays
 - * Prophylaxis (cleaning)
 - * Emergency treatment for pain
 - * Fluoride treatments
 - * Space maintainers

- B. Type II Expenses (Basic Services)
 - * Anesthesia
 - * Restorations (Fillings other than gold). Effective 1-1-08, coverage includes composite (white) resin restorations for anterior (front) and posterior (back) teeth.
 - * Endodontics (such as pulp capping and root canal therapy)
 - * Periodontics
 - * Maintenance and repair to dentures, fixed bridges * Extractions

- C. Type III Expenses (Major Services) * Gold inlay, crowns, etc.
 - * Prosthodontics (removable and fixed)
 - Complete dentures

- Partial dentures

Hospital Proposal 2 f

2. Update the Collective Bargaining Agreement to memorialize existing practices and agreements.

- f. Modify Appendix C (Recognized Certification Programs) by replacing the current listing with the most recent LMC approved listing.

APPENDIX C – RECOGNIZED CERTIFICATION PROGRAMS

The hospital may agree to recognize the following or other certifications it agrees are applicable to an individual nurse’s area of practice. (Updated 2013~~9~~)

Credential	Certification	Certifying Body
(A)ACRN	(Advanced)AIDS Certified RN	HIV/AIDS Nursing Certification Board
AHN-BC	Holistic Nurse (Advanced)	American Holistic Nurse Certification Corporation
ANP-BC	Adult Nurse Practitioner—Board Certified	American Nurses Credential Corporation
AOCNP	Advanced Oncology Certified NP	Oncology Nurses Certification Corporation
AOCNS	Advanced Oncology CNS	Oncology Nurses Certification Corporation
APHN-BC	Advanced Practice Holistic Nurse	American Holistic Nurse Certification Corporation
CAPA	Certified Ambulatory Perianesthesia Nurse	American Board of Perianesthesia Nursing Certification
CARN	Certified Addictions RN	National League for Nursing Certification of Addictions Nursing
CBN	Certified Bariatric Nurse	American Society for Metabolic and Bariatric Surgery
CCNS	Critical Care CNS	American Association of Critical Care Nurses (AACN)
CCRN	Critical Care RN	American Association of Critical Care Nurses (AACN)
CDE	Certified Diabetic Educator	American Association of Diabetes Educators
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
C-EFM	Certified Electronic Fetal Monitoring	Nursing Certification Corporation
CEPS	Certified Electrophysiology Specialist	International Board of Heart Rhythm Examiners
CFRN	Certified Flight RN	Board of Certification for Emergency Nursing
CGRN	Certified Gastroenterology RN	American Board of Certification for Gastroenterology Nursing

CHN	Certified Hemodialysis Nurse	Board of Nephrology Examiners and Technology
CHPN	Certified Hospice and Palliative Care Nurse	National Board of Certification for Hospice and Palliative Nurses
CHTP	Certified Healing Touch Practitioner	Healing Touch, International

APPENDIX C – RECOGNIZED CERTIFICATION PROGRAMS (Continued)

Credential	Certification	Certifying Body
CIC	Certified Infection Control	Certification Board of Infection Control and Epidemiology
CMC	Adult Cardiac Medicine	American Nurses Credentialing Corporation
CNM	Certified Nurse Midwife	American Midwifery Certification Board
CNN	Certified Nephrology Nurse	American Nephrology Nurses Certification Commission
CNOR	Certified Nurse in the Operating Room	Competency and Credentialing Institute
CNRN	Certified Neuroscience RN	American Board of Neuroscience Nursing
CPAN	Certified Post-Anesthesia Nurse	American Board of Perianesthesia Nursing Certification
CPDN	Certified Peritoneal Dialysis Nurse	Board of Nephrology Examiners and Technology
CPN	Certified Pain Nurse	American Nurses Credential Corporation
CPN	Certified Pediatric Nurse	Pediatric Nursing Certification Board
CPHON	Certified Pediatric Hematology Nurse	Oncology Nursing Certification Corporation
CPSN	Certified Plastic Surgery Nurse	American Society of Plastic and Reconstructive Surgery Nurses
CRNA	Certified RN Anesthetists	National Board on Certification and Recertification of Nurse Anesthetists
CRNFA	Certified RN First Assist	Competency and Credentialing Institute
CRNI	Certified RN in Infusion Therapy	Infusion Nurses Certification Corporation
CRNO	Certified RN Ophthalmology	National Certifying Board for Ophthalmology Nurses
CRRN	Certified Rehabilitation RN	Rehabilitation Nurses Certification Board
CSC	Adult Cardiac Surgery	American Nurses Credentialing Corporation

CURN	Certified Urology RN	Certification Board for Urologic Nurses
GCNS-BC	Gerontology CNS	American Nurses Credential Corporation
GNP-BC	Gerontological Nurse Practitioner	American Nurses Credential Corporation

APPENDIX C — RECOGNIZED CERTIFICATION PROGRAMS (Continued)

Credential	Certification	Certifying Body
HNB-BC	Holistic Nurse (Baccalaureate)	American Holistic Nurse Certification Corporation
HN-BC	Holistic Nurse — Board Certified	American Holistic Nurse Certification Corporation
IBCLC	International Board Certified Lactation Consultant	International Board of Lactation Consultants Examiners
LCCE	Lamaze Certification in Childbirth Education for Licensed Professionals	Lamaze International
NC-BC	Nurse Coach	American Holistic Nurse Certification Corporation
NNP-BC	Neonatal Nurse Practitioner	Nursing Certification Corporation
(-) NP-BC	Nurse Practitioner — Board Certified (various per ANCC)	American Nurses Certification Corporation
OCN	Oncology Certified Nurse	Oncology Nurses Certification Corporation
ONG	Orthopaedic Nurse Certified	Orthopaedic Nurses Certification Corporation
PCCN	Progressive Care Certified Nurse	American Nurses Certification Corporation
PMHCNS-BC	Psychiatric and Mental Health CNS	American Nurses Credentialing Corporation
PMHCNS-BC	Child/Adolescent Psychiatric Mental Health CNS	American Nurses Credentialing Corporation
PNP-BC	Pediatric Nurse Practitioner	American Nurses Credentialing Corporation
RN-BC	Pediatric Nurse	American Nurses Credentialing Corporation
RN-BC	Gerontology Nurse	American Nurses Credentialing Corporation
RN-BC	Psychiatric and Mental Health Nursing	American Nurses Credentialing Corporation
RN-BC	Medical-Surgical Nurse	American Nurses Credentialing Corporation

RN-BC	Cardiovascular Nursing	American Nurses Credentialing Corporation
RN-BC	Psychiatric and Mental Health	American Nurses Credential Corporation

APPENDIX C — RECOGNIZED CERTIFICATION PROGRAMS (Continued)

Retired Credential*	Certification	Certifying Body
AOCN	Advanced Oncology Certified Nurse	Oncology Nursing Certification Corporation
CPON	Certified Pediatric Oncology Nurse	Oncology Nursing Certification Corporation
RN-BC	Home Health Nurse (retired)	American Nurses Credentialing Corporation
RN-BC	Cardiac Rehabilitation Nurse	American Nurses Credentialing Corporation
RN-BC	High-Risk Perinatal Nurse	American Nurses Credentialing Corporation
RN-BC	General Nursing Practice	American Nurses Credentialing Corporation
RN-BC	Perinatal Nursing	American Nurses Credentialing Corporation
RN-BC	High-Risk Perinatal Nurse	American Nurses Credentialing Corporation
RN-BC	Maternal-Child	American Nurses Credentialing Corporation
RNC	RN Certified—Ambulatory Care Nurse	Nursing Certification Corporation
RNC-MNN	Maternal Newborn Nurse	Nursing Certification Corporation
WHNP-BC	Women's Healthcare Nurse Practitioner	Nursing Certification Corporation

3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- b. For clarification purposes only, modify Article 2, Section D (Educational Development) to reflect the \$600 available for workshops, courses and other educational programs comes out of the dollars provided for in Article 2A and are not in addition to the dollars provided in Article 2A.

Article 2, Section d Workshops, Courses, and Other Educational Programs:

A nurse may use up to \$600.00 of the tuition reimbursement dollars provided for in Article 2(A) per calendar year for books, study guides, educational tools, workshops, courses, and other types of educational programs that meet the following criteria:

C~~casual part-time and per diem nurses who have worked an average of a 0.3 FTE in the preceding six [6] months shall be eligible to receive up to \$150.00 each calendar year) of the tuition reimbursement dollars provided for in Article 2 (A) -of the amount provided in this Section per calendar year -for books, study guides, educational tools, workshops, courses, and other types of educational programs that meet the following criteria:~~

Hospital Proposal 3 b

17. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- b. For clarification purposes only, modify Article 3 (Hours) Section C, 1 to reflect total seniority hours required (52,000) to be weekend exempt

Article 3, Section C (1) Scheduling:

The general pattern of scheduling will be as follows:

- 1. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. When staffing patterns allow for nurses to work less than every other weekend, preference for additional weekend time off will be given to nurses by seniority on the unit.

If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) workweeks.

Nurses with 25 years of seniority (52,000 hours) shall not be required to work weekends. Nurses currently working less than an alternate weekend may need to be scheduled additional weekends to accommodate such 25-year nurses on their unit. In no instance shall a nurse be scheduled more than every other weekend.

Prior to and after the schedule is posted, nurses may trade a weekend shift or find a replacement for a regularly scheduled weekend, provided that overtime does not result.

Hospital Proposal 3 c

3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- c. For clarification purposes only, modify Article 3 (Hours) Section D to reduce confusion regarding weekend bonus eligibility.

Article 3, Section D Bonus for Extra Unscheduled Weekend Shifts:

Full-time and regularly scheduled part-time nurses who work more weekend shifts than the alternate weekends as authorized under Section 3 C1 of this Contract Agreement shall be paid an additional:

- one hundred dollars (\$100.00) for each full non-scheduled weekend shift
- seventy-five dollars (\$75.00) for each six- (6) hour shift ▪ fifty dollars (\$50.00) for each half shift

The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours or when it is necessary to schedule nurses who are straight evening shift for an evening shift on a Friday prior to an unscheduled weekend. No weekend bonus shall be paid for a weekend shift unless the nurse has first worked the standard number of weekend shifts as outlined in Section 3 C1. For example if a nurse takes a vacation day, floating holiday or sick day on a weekend shift, they do not receive a bonus for picking up a different weekend shift. Furthermore a nurse who works a weekend rotation less than the every other as described in Section 3 C1 is not eligible for a bonus for picking up a weekend shift or being scheduled for more weekend shifts than their current weekend rotation. These shifts may occur in those units which do not have every other weekend scheduling patterns. The Hospital will attempt to minimize the number of Friday evening shifts scheduled before a weekend off for straight evening shift nurses unless the nurse prefers to be scheduled for Friday evenings.

Hospital Proposal 3 d

3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- d. For clarification purposes only, modify the first paragraph of Article 7 (Rotation and Shift of Choice) to reflect total seniority hours required (20,800) to be eligible to request shift of choice.

Article 7 ROTATION AND SHIFT OF CHOICE:

Nurses with ten (10) or more years of seniority (20,800 hours) as defined in Section 14 will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. In order to provide greater opportunities for nurses to select a shift of choice, the Hospital will create more straight shifts. The parties recognize that complete implementation of this provision will need to be phased in, and the period of implementation will be governed by the following:

Hospital Proposal 3 e

3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- e. For clarification purposes only, modify Article 29 (Pre-tax Spending Account) to reflect practice of complying with Federal Tax Code.

29. PRE-TAX SPENDING ACCOUNT:

- A. The Hospital shall make available or continue to make available to nurses covered by this Contract a program that enables the nurse to elect to use pre-tax income for payment of certain expenses. Such program shall be available in the same manner as is available to all Hospital employees and shall meet the requirements of Sections 125 and 129 of the IRS Tax Code. The nurse may annually or at the time of a change in life situation (birth, marriage, death, divorce, adoption) designate a specified portion of her or his pre-tax income to be reserved to this Program. Allowable expenses include health, dental, and vision insurance premiums paid by the nurse, dependent care expenses necessary to enable the nurse to work, medical, dental, and vision expenses paid by the nurse and not reimbursable under any insurance program, and any other expense allowable under Section 125 of the IRS Code.

So long as the tax laws forbid it, a nurse may not, at the end of the Pre-Tax Income Program year, receive in cash any monies designated to the program but not utilized as reimbursement for allowable expenses during the year. ~~One hundred twenty (120) days following the annual anniversary date of the Hospital's Pre-Tax Income Program year, all designated but not expended money of bargaining unit nurses shall be placed in a Hospital fund to be used to provide education or other benefits to Hospital employees. The Hospital shall report in publications to employees the use for which unexpended pre-tax dollars shall be used.~~

Hospital Proposal 3 f

3. Modify language in the Collective Bargaining Agreement to provide clarity and reduce confusion regarding the meaning of such language.

- F. For clarification purposes only, modify Article 33 Section A. (Payroll Dues Deductions) to reflect the Hospital's obligation ends with the expiration of the contract absent an agreement to extend or renew the Collective Bargaining Agreement.

B. Payroll Dues Deduction:

From June 1, 2019 through May 31, 2022 The Hospital agrees to deduct payments required by this Section 33 from the salary of each nurse who has executed the dues and fees authorization card which has been agreed upon by the Hospital and the Minnesota Nurses Association. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Hospital's obligations to continue to deduct Union dues and service fees, as provided for above, shall terminate as of June 1, 2022 unless the Association and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

Hospital Proposal 4

4. **Modify Article 9, Section d (Vacation Scheduling) to place a limit on the number of days a nurse can be granted vacation between May 15 and Sept 15.**

B. Vacation Scheduling:

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a nursing unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a nursing unit having greater length of employment in the Hospital as defined in Section 14 shall be given preference. Where a Hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests. Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

Notwithstanding the above provision, vacation requests shall be granted in full, although the request would otherwise exceed the guidelines, if the following conditions are met:

1. There has been only one (1) vacation request for the same time period which was submitted and denied for the unit;
2. The denial is because a single day or single shift could not be granted;
3. The request does not involve a full weekend shift which was denied; and
4. The request is limited to one (1) nurse per unit.

Nurses who have a portion (i.e., 4 hours) of a shift denied on a vacation request can replace themselves even if such replacement entails four (4) hours of overtime.

Nurses who submit a vacation request for a two- (2) week period shall not have that request denied solely because the hospital is unable to grant a four- (4) hour block of time of off in that period.
The number of vacation days that can be granted to an individual nurse between May 15 and Sept 15 of any year is capped at 10 days.

No other qualifications on the scheduling of vacations shall be applied except as set out in this Agreement or as required by unavoidable situations in which granting of requested vacation time would have the effect of depriving patients of needed nursing service.

Earned vacation shall normally be taken within a 12-month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs.

Hospital Proposal 5

- 5. Modify Article 11, Section B (Drug and/or Alcohol Testing) to indicate the Hospital's non contract Drug Testing Policy as it exists from time to time is applicable to the bargaining unit. Eliminate Appendix B (Drug and Alcohol Testing Policy).**

Article 11, Section B Drug and/or Alcohol Testing:

If the Hospital elects to engage in drug and/or alcohol testing for registered nurses, they shall provide sixty (60) days' notice to the Association and shall provide the Association with copies of: (1) Supervisory Guidelines for Drug and Alcohol Testing of Employees in Reasonable Suspicion Cases, (2) Hospital Guidelines for Post-Treatment Program Testing for Alcohol and Drugs, and (3) behavioral observation checklists for use by supervisors. Other relevant information concerning the drug and alcohol testing process will be available to the Association upon request. The employees in this bargaining unit will be covered by and subject to the Employer's Drug and Alcohol testing policy on the same basis as it applies to non-union employees and as may be amended from time to time at the sole discretion of the Employer. The policy under which such testing is conducted is that policy which has been agreed upon between the Association and the Hospital and is incorporated into this Agreement as Appendix B. That policy shall not be changed during the term of this Contract except by the express written mutual agreement of the parties.

No drug or alcohol testing will be requested by the Hospital solely based on a pattern of previous workplace behaviors. A request to the nurse to take a drug or alcohol test as part of an assessment may be made only in the event of observable work-related behavior that is documented at the time the request is made. A decision to request a test from a nurse shall be made by two non-bargaining unit Hospital representatives who have received training regarding implementation of the Hospital's Drug and Alcohol Testing Policy, except where only one such person is available. Under normal circumstances, the request for testing will not be attended by Hospital security personnel.

At the time that a request for a drug or alcohol test is made, the Hospital will advise the nurse in writing of her or his rights to the presence of an Association representative and, if the nurse so chooses, will make a prompt, reasonable effort to secure a representative for the nurse and will document those efforts.

The occurrence of a workplace accident or injury will not be considered reasonable cause for testing unless the accident, injury, or the circumstances surrounding either, is significant rather than routine.

~~APPENDIX B - DRUG AND ALCOHOL TESTING POLICY~~

~~METHODIST HOSPITAL DRUG AND ALCOHOL TESTING POLICY FOR REGISTERED NURSES~~

~~**PURPOSE:** Methodist Hospital is committed to maintaining a work environment which is free from the influence of alcohol and/or illegal drugs to protect the health, safety, and well being of our patients, employees, and visitors. Methodist Hospital has, therefore, adopted this Drug and Alcohol Testing Policy for Registered Nurses.~~

~~**POLICY:** Methodist Hospital prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs while working, while on all premises owned or operated by the Hospital, and while operating any Hospital vehicle, machinery, or equipment. It also prohibits reporting for work and working anywhere on behalf of Methodist Hospital under the influence of alcohol and/or illegal drugs.~~

~~Violation of this policy may result in discipline, up to and including discharge. "Illegal drugs" means controlled substances and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for which they were not prescribed or intended.~~

~~This policy does not prohibit: (A) the moderate consumption of alcoholic beverages at Hospitalsponsored events, if any, where the Hospital has authorized alcoholic beverages to be served and (B) the possession of sealed bottles or cans of alcoholic beverages in employee vehicles on Hospital premises so long as this possession would be in compliance with state law if the vehicle were on a public street.~~

~~**VOLUNTARY DISCLOSURE:** Registered nurses are encouraged to voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings. An individual who does so will be granted needed time off for treatment, rehabilitation, or counseling in accordance with the current Contract Agreement. Registered nurses who voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings will not be discriminated against because of this disclosure nor will any information which is disclosed be used as the sole basis for discipline.~~

~~**SCOPE:** This policy is applicable to all registered nurses of Methodist Hospital and its subsidiaries, except those employees subject to mandatory drug testing by federal law or regulation. Except as to the sale and transfer of alcohol and/or illegal drugs, this policy does not apply to a registered nurse while on Hospital premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.~~

~~**GROUNDS FOR TESTING:** Testing will be requested or required only under the circumstances described below. No test will be sought for the purpose of harassing a registered nurse. All tests are conducted by a laboratory licensed by the State of Minnesota and certified by the National Institute on Drug Abuse. No test will be conducted by a testing laboratory owned or operated by Methodist Hospital. The laboratory will notify the Hospital only of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.~~

- ~~5. **Reasonable Suspicion**—A registered nurse may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the registered nurse: (A) is under the influence of alcohol and/or illegal drugs, (B) has violated the policy statement above, (C) has caused himself/herself or another employee to sustain a personal injury, (D) has caused a work-related accident, or (E) has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident.~~
- ~~6. **Treatment Program**—A registered nurse may be requested to undergo drug and/or alcohol testing if the registered nurse has been referred by Methodist Hospital for chemical dependency treatment or evaluation. The registered nurse may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following the referral for chemical dependency treatment or evaluation.~~

~~**NOTIFICATION:** Before requesting or requiring a registered nurse to undergo drug and/or alcohol testing, the Hospital will provide the registered nurse with a copy of this Drug and Alcohol Testing Policy and provide the registered nurse with an opportunity to read the policy.~~

~~**RIGHT TO REFUSE TO UNDERGO DRUG AND ALCOHOL TESTING AND THE EFFECT THEREOF:** Any registered nurse has the right to refuse to undergo drug and/or alcohol testing. A registered nurse who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action in conformity with the current Contract Agreement. If a registered nurse refuses to undergo drug and/or alcohol testing, no test will be administered.~~

~~**RIGHTS IN CASE OF A POSITIVE TEST:** If the initial result on the drug and/or alcohol test is positive, the sample which was tested will be subject to a second, confirmatory test. No registered nurse will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result which is positive.~~

~~If the confirmatory test result is also positive the registered nurse may be subject to disciplinary action, up to and including discharge, in accordance with the current Contract Agreement and the following:~~

~~35. First Positive Test Result on Confirmatory Test - A registered nurse will not be discharged based on a first time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.~~

~~36. Subsequent Positive Result on Confirmatory Test - An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital may be discharged so long as a previous positive result occurred within the three preceding years.~~

~~— If the result of the confirmatory test is positive, a registered nurse has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the registered nurse's expense. Any registered nurse wishing to exercise these rights must do so within five (5) working days. Additional internal appeal mechanisms may be available.~~

~~— If the initial result of the drug and/or alcohol test is negative or the confirmatory test result is negative, the registered nurse is considered to have satisfactorily completed the drug and/or alcohol test.~~

~~ADDITIONAL RIGHTS OF EMPLOYEES: A registered nurse who is requested or required to undergo drug testing will be provided with a copy of the test results upon request. A registered nurse who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.~~

~~CONFIDENTIALITY: The fact that a registered nurse has been requested or required to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with the Hospital's treatment of other private, confidential information concerning employees. Voluntary disclosure by a registered nurse of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol-related discipline or preceding will also be treated in a manner consistent with the Hospital's treatment of other private and confidential information concerning employees. This information will not be communicated by the Hospital to individuals inside or outside of the Hospital without the registered nurse's consent except to those who need to know this information to perform their job functions and as permitted or required by law or regulation.~~

Hospital Proposal 6

6. Modify Article 14, Section E (Mandatory Low-Need Days) to modify eligibility, notice time and provide clarification.

Article 14, Section E Mandatory Low-Need Days:

If additional reductions are indicated, low-need days shall be taken by the least senior regularly scheduled part-time nurse scheduled for the particular unit and shift where the reduction is necessary.

No regularly scheduled full time or part-time nurse shall be required by the Hospital to take more than three (3) low-need days per Contract year. If the least senior ~~part-time~~ nurse on a particular unit and shift has been assigned three (3) low-need days, the next least senior ~~part-time~~ nurse scheduled for the particular unit and shift may be assigned the low-need day. In any case, the total of low-need days under Part E of this provision shall not exceed three (3) per Contract year for any regularly scheduled ~~part-time~~ nurse. ~~A part-time nurse regularly scheduled for sixty four (64) compensated hours or more per pay period shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low-need days.~~ A nurse to be assigned a low-need day pursuant to this Part E shall be given a minimum of two (2) four (4) hours advance notice before the beginning of the shift if offsite and one (1) hour advance notice before the beginning of the shift if onsite.

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. Part-time nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.

Hospital Proposal 7

- 7. Modify Article 17 (Discipline and Termination of Employment) and Article 16, Section E (Posting and Filling Open Positions) to reflect that a Nurse cannot transfer to a new position outside of their current unit for a period of time following a Written Warning or greater being issued to them.**

Article 17 DISCIPLINE AND TERMINATION OF EMPLOYMENT:

No nurse shall be disciplined except for just cause. Except in cases where immediate termination is appropriate, the Hospital will utilize a system of progressive discipline. A nurse's participation in the Economic and General Welfare Program or eligibility for longevity benefits will not constitute just cause for discharge or other discrimination.

If an oral warning is given, it shall be confirmed in writing, identified as disciplinary action, and a copy shall be given to the nurse. A copy of any written warning shall be given to the nurse and the Hospital shall simultaneously send a copy to the Minnesota Nurses Association. Whether or not a warning is grieved, a nurse has the right to make a written response which will be maintained by the Hospital with any copy of the warning. A nurse who has received a written warning or greater will not be allowed to apply for a posted position outside of their current department for a period of 6 months following such disciplinary action.

A nurse participating in an investigatory meeting that reasonably could lead to disciplinary action shall be advised in advance of such meeting of its purpose. The nurse shall have the right to request and be granted Minnesota Nurses Association representation during such meeting. At any meeting where discipline is to be issued, the Hospital will advise the nurse of the right to have Minnesota Nurses Association representation at such meeting.

Upon request of the nurse or the Association, all written documents relating to any oral or written disciplinary warning will be removed from the nurse's personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary action have been given in the intervening period. Warnings and other documents may be removed sooner by mutual agreement between the Hospital and the Association. In no case will a warning which would, if requested, be removed from the nurse's file be considered in future discipline or in arbitration proceedings.

Demotion from the classification of Assistant Nurse Manager to a lower classification for disciplinary reasons or on the basis of the nurse's performance shall be for just cause.

The Hospital will give a nurse two (2) weeks written notice (exclusive of terminal leave) prior to termination of employment or suspension unless said termination or suspension is for misconduct. The Minnesota Nurses Association will be given written notice of any termination or suspension at the same time the affected nurse is given written notice.

The nurse will give the Hospital two (2) weeks written notice for termination of her or his employment in any event, and a nurse claiming terminal leave will give one (1) months notice as provided in Section 9 C.

An independent contractor will conduct an exit survey of all Registered Nurses terminating from Methodist Hospital in order to assess the factors responsible for nurse turnover. The Hospital will interview all nurses transferring to a different unit in order to determine the factors responsible for transfer.

Article 16, Section E Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply.

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.

Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit.

A nurse who has received a written warning or greater will not be allowed to apply for a posted position outside of their current department for a period of 6 months following such disciplinary action.

The posting process outlined above can be waived when a nurse chooses to increase his/her regular work agreement by .1 and there is a business need for such an increase.

Hospital Proposal 8

- 8. Modify Article 16, Section E (Posting and Filling of Positions) to reflect that a Nurse cannot transfer to a new position outside of their current unit until they have been employed by their current unit for a defined period of time.**

Article 16, Section E Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply.

A nurse must be employed in their current department for a period of 1 year prior to being eligible to apply for a posted position outside of their department.

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.

Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit.

The posting process outlined above can be waived when a nurse chooses to increase his/her regular work agreement by .1 and there is a business need for such an increase.

Hospital Proposal 9

9. **Modify Article 23 (Orientation) to add an Assessment Period which includes the ability to terminate employment during such period without it being subject to the just cause or grievance procedure provisions of the contract.**

23. ORIENTATION:

A. The Hospital and the Association agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred registered nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be specified in writing and individualized based on the nurse's needs assessment, experience, and unit-specific competencies and position requirements. To that end, the following shall apply:

1. Length of orientation shall be based on the nurse's experience and specific competencies.
2. Whenever feasible, orientation shall be conducted by the same Clinical Resource Mentor (CRM)(s).
3. Whenever feasible, the orientee will work the same schedule as the CRM in order to provide continuity of orientation.
4. Determination of how an orientee's and CRM's patient care assignment is counted toward staffing needs of a unit shall be based on the orientee's demonstration of specified competencies, orientation checklist, and the CRM's assessment and plan.
5. A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for that charge nurse position.
6. If serious performance concerns are raised about a nurse, that nurse may be referred to the Hospital's Simulation Center Performance Development Resources (PDR) for an assessment of his/her clinical abilities. Should such assessment raise alarming concerns, a meeting will be held between representatives of MNA, Human Resources, the nurse, and the nurse's leadermanager in order to develop an individualized plan with specific dates and goals. The plan must include regular and timely feedback between the nurse, the Clinical Resource Mentor, and Nurse LeaderManager and milestones to achieve each week. The nurse should be re-assessed by PDR after six (6) weeks.

If, at any time during in that the first six (6) week periods, the nurse is not meeting milestones or if it appears the nurse is not able to be successful, the nurse, Nurse LeaderManager, Human Resources, and MNA will meet to discuss options. Such options may include transfer to another unit or to a clinic position, or resignation or termination. This termination would not be subject to the just cause or grievance provisions of the contract.
7. After completing orientation, a new nurse will be assigned an experienced RN for support for an additional period of two (2) months.
8. New graduate Registered Nurses who are hired into critical care positions will receive an initial orientation on a Med/Surg nursing unit prior to orientation on the critical care unit.

Hospital Proposal 10

10. **Modify Article 39 (Duration and Renewal) to remove the requirement that the parties exchange proposals by a specific date.**

Article 39 DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2016, through and including May 31, 2019. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, 2019, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. ~~Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.~~

In the event the parties reach agreements as a result of mid-term negotiations, such agreements shall be reduced to writing and distributed to MNA members and the appropriate Park Nicollet leaders.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed and, except as otherwise expressly provided, to become effective as of the 1st day of June 2016.

Hospital Proposal 11

11. Modify Article 28, Section 5 A to allow all MNA RN's access to non contract plans each year during open enrollment. Eliminate historical language from 2007.

26. INSURANCE BENEFITS:

A. Hospitalization Insurance:

The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

1. The Hospital shall pay twenty-five dollars (\$25.00) per month or eighty-five percent (85%) of the single employee premium, whichever is greater, toward the cost of single employee coverage under the Methodist Hospital Primary Plan for those nurses electing to be covered by the insurance program. The Hospital shall pay 75% per month toward single plus one or family coverage under the Methodist Hospital Primary Plan for those nurses electing such coverage. Eligible dependents shall include, among others, spousal equivalents defined as same sex partners who submit an "Affidavit of Spousal Equivalency" and dependent children. The balance of the premium cost shall be paid by the nurse.

Contributions to other health insurance plan options shall be based on the dollar contributions noted above or the current dollar contributions to the other plan options, whichever is greater.

2. Part-time nurses meeting the hours requirement in Section 6 C3 of this Agreement shall be eligible for the same hospitalization insurance benefits as full-time nurses. No change in said insurance program shall diminish overall benefits for nurses.

3. A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under the pension plan to which the Hospital has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital as said program is provided for in Section 28 at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

A nurse who terminates employment prior to January 1, 2007, and is pension eligible under the Rule of 85 (age plus pension benefit credit years equal 85 or more) and has applied for pension benefits is entitled to have the Hospital continue paying the Hospital's portion of the health insurance for two (2) years after termination. Any nurse who is actively receiving this support as of January 1, 2007, shall continue to receive such support for the remainder of the two- (2) year benefit time period.

An additional hospitalization insurance provision relating to senior nurses at the time of a layoff or major nursing restructuring is set forth in Section 14 F relating to Layoff of this Contract Agreement.

4. No change in said insurance program shall diminish overall benefits for nurses.
5. The following provisions shall be applicable to the Hospital's Health and Hospitalization Plans:

- a. Open Enrollment. There shall be established at least one open enrollment opportunity for each contract term for all eligible nurses.

~~During any open~~ the enrollment period ~~for the plan year starting January 1, 2009,~~ nurses currently enrolled in the MNA health insurance plan will be allowed a one-time opportunity to enroll in any of the health insurance plans that are offered to the Hospital's non- contract staff as such a plan exists from time to time, therefore opting out of the MNA health insurance plan.

~~At time of hire~~ Effective January 1, 2009, all newly hired nurses will have the ability to enroll in either the MNA health insurance plan or any of the Hospital's health insurance plans that are offered to non-contract staff as such plans ~~it~~ exists from time to time. Therefore opting out of the MNA health insurance plan.

The Hospital shall continue their annual renewal plan as well as allowing nurses to access this health insurance plan if any of the following qualifying events have occurred within the previous thirty (30) days:

- i. Loss of insurance due to death of spouse or divorce from spouse.
 - ii. Loss of insurance due to spouse's loss of employment.
 - iii. Birth or adoption of child shall allow a single plan to change to family plan to include the child.
 - iv. Marriage shall allow a single plan to change to family and include spouse.
 - v. Loss of access to Park Nicollet provider as a result of a change in a nurse's non-Park Nicollet insurance plan.
 - vi. Loss of access to a physician which has been a long established health care provider for the individual nurse as a result of a change in the nurse's non-Park Nicollet insurance plan.

If Park Nicollet establishes an annual open enrollment, nurses will have an opportunity to participate in such open enrollment. If annual open enrollment takes place, the qualifying event will include only a-d listed above.

- b. Appeal Process: Each plan shall contain an appeal process through which a nurse may challenge a denial of coverage, denial of a claim, or the amount of the claim allowed.

- c. Pre-Existing Conditions: The plans shall not impose an exclusion of or limitation of coverage for pre-existing conditions for nurses enrolling upon employment, upon a change in life situation (marriage, death, birth, divorce), or during open enrollment.

- d. Schedule of Coverage: In accordance with Section 28 A4, no change in the Hospital's insurance program shall diminish overall benefits for nurses.

Hospital Proposal 12

The Hospital also proposes such other changes to the Collective Bargaining Agreement as may be necessary to conform the contract to the proposals set forth herein.