



Methodist Hospital and Minnesota Nurses Association Tentative Agreement 4/02/2019

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.

B.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



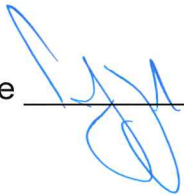
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covered by the Contract Agreement and is on the continuous contiguous Methodist Hospital campus in the same hospital in which the nurse is employed in a bargaining unit position, shall accrue no further seniority. The nurse's accrued seniority shall 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.


Methodist Hospital

Signature

 4-8-19

Minnesota Nurses Association

Signature

 4.8.2019