



Minnesota Nurses Association Proposal to Allina Health April 18, 2019

This is a package proposal: If any element of this proposal is not acceptable, no other position of the Union stands alone. Significant compromise in positions that may be taken or have been taken has been made by the Union in assembling this package. Thus earlier, later or alternate positions (if any) will be taken by the Union if the entire package is not agreed and signed to tentative agreement by the employer.

Union counter to Employer Proposal # 5 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.

ML UNION PROPOSAL #7

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

New Language replace existing Language:

HOURS:

Breaks:

- 1) Managers of each department are responsible for ensuring that nurses are relieved from duty for a 15-minute rest period for every four hours of work and for a 30-minute meal break each shift. In no case shall such mechanism result in a violation of the staffing levels provided for in the department or unit's nursing grid. The intent of rest periods is they are reasonably close to the middle of a four-hour block or work and the intent of meal periods is they are reasonably close to the middle of a shift, unless a nurse desires a different time. Mechanisms available to management to assure breaks may include, but not be limited to, utilizing break nurses.

- 2) The RN shall record a missed meal or rest break by making either an appropriate electronic entry or using a variance form. Management approval shall not be required in order for a nurse to record or be paid for a missed meal or rest period.
- 3) Paychecks given to RNs will reflect payment for missed meal or rest breaks on a separate category on the paycheck.
- 4) In the rare case that a rest break is missed, the missed rest break shall be treated as hours worked and will be compensated at the rate of 15 minutes of double time.
- 5) In the rare case that a meal break is missed, the missed meal break shall be treated as hours worked and will be compensated at the rate of 30 minutes of double time.
- 6) Nurses will take breaks when they are afforded the opportunity to under their specific unit/department break plan, so long as doing would not jeopardize patient safety, as determined by the nurse's professional judgment.
- 7) Management will not tolerate any retaliation of any kind of a Nurse who requests relief to take a rest period or records a missed rest or meal period. Management will promptly investigate any accusation of retaliation against a RN for requesting relief or recording a missed break and take corrective action to ensure that retaliation does not reoccur. In accordance with principles of a culture of safety, in no case shall Management discipline or counsel a Nurse for recording a missed rest period, requesting relief, or incurring incidental overtime. If at any time during the investigation there is a need to speak with a nurse regarding retaliation for taking a break, the nurse shall have MNA representation for any and all conversations. There will be no use of electronic monitoring or surveillance to enforce break plans.
- 8) Management will track and provide MNA department-level data on missed meal and rest breaks on a monthly basis. The union and management shall review this data monthly. If a unit/department has more than 5% breaks missed the following steps will be initiated:
 - a. Break nurses will be assigned to this unit so nurses can be relieved for their 15 rest minute breaks and their 30-minute meal break.
 - b. A grid review will be automatically initiated within thirty (30) days to evaluate the break plans
 - c. A new break plan shall be implemented immediately to ensure nurses receive their breaks.
- 9) Additional staff resources provided to any shift shall not result in the reduction of support staff levels or the reduction of staffing on other shifts.

ANW/PEI Union Proposal #3

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

Move Language from 1st paragraph and create a new subsection 10:

3. HOURS:

| 10. Each station/unit will be accountable for the development of a break plan; this will include the definition of a break and coverage available for RNs to receive breaks. A nurse will not be required to remain on the unit or available for patient care during any unpaid meal or paid rest break.