



Minnesota Nurses Association Proposal to Allina Health April 24, 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.

ANW/PEI offers the following to the employer #1 exhibit B

ANW/PEI Proposal #25

14. TEMPORARY STAFFING ADJUSTMENTS, LOW NEED DAYS, AND LAYOFF:

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

A. Definitions:

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 caseload 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.
 - a. "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.
 - b. Seniority Credit for On-Call Hours:
Off-premises on-call hours shall be counted toward seniority at the conclusion of each W-2 year at the rate of one-fourth ($\frac{1}{4}$) of the on-call hours paid.
 - c. Seniority Credit for Paid Leave of Absence:
In addition, compensated hours shall include hours which Section "Leave of Absence," Subsections Personal Illness, Injury, and Disability,

Maternity/Paternity/Adoption, Jury Duty and Subpoenaed Witnesses, Voluntary Leaves before Layoff, and Other Leaves of Absence, provided they are hours worked or hours for which length of service increments accrue.

d. Restoring Seniority Within Two Years of Transfer to a Non-Bargaining Unit Position:

The above notwithstanding, seniority for a nurse who transfers to a position that is not covered by the Contract Agreement and is 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 two (2) years. 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 two (2) years from the date of the transfer out of the bargaining unit, all bargaining unit seniority is lost.

e. Seniority Lists:

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.

4. Simultaneous Requests – Simultaneous requests are granted by seniority. Requests are considered simultaneous when submitted in Kronos on the same calendar date (0001 hours to 2359 hours).

5. Approved – Indicates the employees request has been processed and granted based on the scheduling guidelines.

6. Refused – Indicates the employees request has been processed and denied based on the scheduling guidelines. A comment reflecting the reason of the refusal can be found under the "My Request" section in Kronos.

B. Voluntary Low-Need Days and Leave:

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

Low Need Requests

- 1) Nurses will use the "Low Need" in Kronos to sign up. (For areas not presently on Kronos, existing paper process will continue until Kronos implementation).
- 2) Employee can request a "Low Need" shift on the Saturday at 0001 following the final posting of the hours. Requests prior to this timeframe will not be honored.

- 3) "Low Need" shifts will be granted on a 1st come 1st served basis – after discussion with charge nurse regarding skill mix and patient care needs.
- 4) A paper copy of the "Low Need" requests per community will be printed by 0800 every day for the following 24-hour period. This paper copy will be a view only record and will be kept in the Staffing Office or designated location in closed areas.
- 5) Staffing Coordinator will begin utilizing the "Low Need" list 4 hours prior to the start of the shift. Nurse(s) can continue utilizing Kronos to sign up for "Low Need" shifts up to the start of the shift. If the "Low Need" list is exhausted, the employer will use all methods, including cold calling, to reach needed staffing levels.
 - a. Areas covered by the ANW Staffing Office:
 - i. Prior to cold calling employees the Staffing Coordinator will utilize the paging system process to notify the Voluntary Members of the "Low Need" shift which is still available due to previous list being exhausted. The page will direct the nurse to log on to Kronos and make themselves available if you wish to be considered for a "Low Need" shift. The Staffing Coordinator will utilize the system to pull updated requests while preceding to cold call.
 - b. Areas not covered by the Staffing Office – Closed areas
 - i. After the "Low Need" list is printed, if a nurse wants to sign-up they must add their name to the list displayed in the designated area on the unit.
 - ii. Prior to cold calling nurses the department will utilize the paging system process to notify all Voluntary Members of the "Low Need" shift which is still available due to previous list being exhausted. The page will direct the nurse to call a specific number to be considered for the "Low Need" shift. The shift will be granted on a 1st come 1st serve basis – after discussion with the charge nurse regarding skill mix and patient care needs.
- 6) Nurse(s) will sign up for "Low Need" shifts through Kronos in four hours and eight-hour increments (as appropriate to unit/shift).
 - a. Example: RN wanting a 12 hour "Low Need" shift should request both an 8 hour and 4 hour "Low Need" shift.
 - b. Example: An RN wanting a "Low Need" shift for an 8-hour shift, 1500 to 2330 and wants to sign up for a "Low Need",
 1. If the nurse only wants an 8 hour "Low Need" shift – then submit the request for 8 hours with a 1500 start time.
 2. If the nurse wants to be considered for a full 8 hour or a partial "Low Need" shift, two requests must be submitted; one 4-hour 1500 to 1900 and one 4-hour 1900 to 2300.

c. Example: An RN wanting a “Low Need” shift for 10-hour shift, 0700 to 1730 and wants to sign up for a “Low Need”. Nurses working 10-hour shifts should submit in 10-hour increments.

d. All “Low Need” shifts are considered provisional. The nurse must be available to be called back into work up to and including 30 minutes after the start of the shift.

1. If a nurse is called back from the provisional Low Need they are expected to arrive to work within 45 minutes of being called in to work from a provisional low need in order to be paid from the beginning of the shift. If arriving past this time the nurse will be paid for worked hours.

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

If additional low-need reductions are needed, nurses will be given the opportunity to float to available assignments in other units for which they are oriented or otherwise qualified.

D. Mandatory Low-Need Days:

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

2. Mandatory Low-Need Limit:

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

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

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

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

A nurse shall be required to take no more than twenty-four (24) MLN hours per contract year. A nurse shall receive no more than one (1) mandatory LOA within a pay period.

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

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

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

After all possible voluntary LOA shifts are granted, and the staffing levels still exceed the need, the Manager or Proxy will offer Registered Nurses in seniority order (most to least senior) the following opportunities in lieu of a MLOA:

- a. Offer a change in start time within the shift to meet the staffing need for patient care. Please refer to the example:

*Most senior nurse with a 0700 start time, but due to census, the MLOA would be administered during that time. The Manager or Proxy offers the 0700 nurse a later start time with the shift where a nurse with less seniority and qualifications is scheduled and bump the less senior nurse from the later start time.

- b. Offer a schedule change within the pay period to fill an open and available shift (not required). If there are open shifts and the nurse wants to be scheduled for that shift instead of receiving a MLOA, the Manager or Proxy will reschedule the nurse to the upcoming shift and the nurse will be labeled as "off" for the current shift. This refers to open, unfilled shifts and will not result in bumping as in Section A above.

Mandatory Low Need (MLN) may be issued in the following manner:

Eight (8) hour shifts: Full eight (8) hours or first four (4) hours or last four (4) hours.

Ten (10) hour shifts: Full ten (10) hours or first four (4) hours or last four (4) hours.

Twelve (12) hours shifts: Full Twelve (12) hours or first eight (8) hours or last eight (8) hours or first four (4) hours or last four (4) hours.

Nurses that are given a mandatory LOA out of order will receive pay for the lost shift and MLN credit.

3. Notice of Cancellation:

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

4. Cancellation Order during Mandatory Low-Need:

~~Casual part-time or temporary nurses shall not be assigned to work on units for which the nurse receiving low-need days is oriented or otherwise qualified.~~

Voluntary low needs will be offered to nurses prior to canceling a nurse's shift. If an insufficient number of nurse's volunteer to be low needed the following cancelation process will be followed prior to mandatory low needing a nurse.

- a. Agency, travelers, or temporary staff (no MLN credit).
- b. Per Diem staff in reverse seniority order working above minimum requirement which would be 5 or more shifts per pay period.
- c. Casual staff in reverse seniority order working above minimum requirement.
- d. Extra shift overtime status (benefits no pay)
- e. Per diem staff on a regular shift in reverse seniority order working within minimum requirement.
- f. Casual staff on a regular shift in reverse seniority order working within minimum requirement.
- g. Extra shift bonus (benefits no pay)
- h. Extra shift regular pay (benefits no pay)

A nurse who takes voluntary or mandatory low need hours shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost due to the low need. ~~Alternatively, the nurse may elect to use accrued and unused vacation time.~~ A nurse may elect to use personal holiday hours, vacation time, or benefit no-pay to cover the voluntary or mandatory LOA hours.

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

E. Layoff:

In the event that it is necessary to lay off nurses due to lack of work, the least senior nurse(s) in the employ of the hospital shall be laid off first. The layoff shall continue in order of least seniority toward most seniority until the needed reduction in nursing care hours has been accomplished. Any reduction in the number of scheduled hours shall be considered a layoff except as provided in paragraphs (B) and (D) above. It is specifically agreed that less senior nurses are to be completely laid off before more senior nurses are to be affected by a layoff except as expressly provided as follows:

1. It is agreed that the operation of this Section "Temporary Staffing Adjustments," shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of seniority, however, only if nurses with greater seniority do not have the ability to become qualified.
2. A reduction of hours rather than a complete layoff may be used if necessary to provide appropriate coverage for weekends or for operating rooms, visits, or procedures. Reductions shall be made by reducing the hours of the least senior nurse remaining on the unit to thirty-two (32) hours per pay period and proceeding in that manner in reverse order of seniority until the necessary reduction has been achieved. Reductions in reverse order of seniority to less than thirty-two (32) hours may be made at the discretion of the hospital.

Before effecting a reduction of nursing care hours on any unit, all nurses shall be offered voluntary leaves of absence as provided in Section "Leave of Absence," Subsection Voluntary Leaves before Layoff, of this Agreement. In effecting a reduction of nursing care hours on one or more units, the hospital shall use a system whereby all affected nurses in order of greater seniority shall be offered all of the following choices:

1. Vacant positions for which they are qualified.
2. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses within the clinical group.
3. Qualified nurses will be offered an opportunity in order of seniority to replace less senior nurses in other clinical groups.
4. Nurses may accept complete layoff and retain full rights to recall.

A nurse displaced by a more senior nurse under (2) and (3) above would then, in seniority order, be offered options (1) through (4).

In exercising seniority rights under steps (1), (2), and (3), the nurse will be offered a position for which qualified according to the step selected, such position to be determined on the basis of the nurse's position preference, greater seniority, and the need to minimize multiple displacement of nurses.

Concurrently with the offering of steps (1) through (4), nurses shall be offered the option of accepting reduced hours in their unit. A nurse accepting such reduction shall be considered on layoff and retain all recall rights. Before or at the time a nurse is offered vacancies or replacement opportunities, the nurse will be provided a

description of available positions which includes the unit assignment, shifts, and number of scheduled hours.

As long as any nurse remains on layoff, the hospital shall not newly employ nurses into the bargaining unit and shall not transfer or temporarily assign non-bargaining unit nurses into the bargaining unit until all nurses holding recall rights who are qualified shall have been recalled. After a full or partial recall of all qualified nurses on complete layoff who retain recall rights, this provision shall not prevent the new hire of nurses needed to provide appropriate coverage for weekends or for operating rooms, visits, or procedures. Such newly-hired nurse shall be limited to not more than thirty-two (32) scheduled hours per pay period as long as any more senior nurses on the unit have not been fully restored to her or his number of scheduled hours before layoff.

Scheduled hours on a unit shall not be increased for non-laid off nurses without offering such hours to nurses from that unit who are on partial layoff. If a nurse from a unit has been completely laid off, scheduled hours of thirty-two (32) or more per two-week pay period shall not be added for non-laid off nurses until nurses on complete layoff have been recalled.

Nurses on layoff who are presently qualified shall be given first opportunity to work intermittent shifts that are available before such shifts are offered to casual part-time or non-bargaining unit nurses. To the greatest extent feasible, such shifts shall be offered to nurses on layoff in order of seniority up to but not exceeding the number of scheduled hours per pay period before layoff. Intermittent shifts reasonably expected to occur over a continuing period of time shall not be used in lieu of recall of nurses who retain recall rights. An offer for intermittent shifts shall not be considered a recall.

When floating is needed, the hospital will endeavor to take into consideration a nurse's interest in becoming qualified in another unit of the hospital.

As part of on-going communication between the Association and the hospital, the hospital will notify the Association as soon as it determines that a layoff may occur. The parties will meet to review relevant data and to jointly develop the procedures for applying this section to the specific situation.

A nurse and the Association will be given two (2) weeks written notice in advance of any layoff.

Involuntary transfers of nurses shall not be used to circumvent the layoff provisions of this section.

A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated vacation with pay upon written request to the hospital therefore.

A nurse on layoff status who has been benefit eligible and has worked an average of .4 FTE for the first four pay periods following layoff shall continue on a benefit-eligible status so long as she or he continues to work an average of at least .4 FTE per four pay periods, either through intermittent shifts or because of recall. In the event that the nurse refuses a recall to a regularly scheduled benefit-eligible position for which she or he is qualified, the nurse shall lose the benefit-eligible status. Exceptions to the loss of benefit-eligible status may be made in cases of extenuating circumstances.

In the event of a pending layoff or major restructuring, in addition to other contractual options, each senior nurse in affected or related clinical areas will be given the option of early retirement with the employer portion of health insurance (single coverage) continued until attainment of age 65. For purposes of this paragraph, senior nurses are defined as nurses .7 FTE or above age 58 or above who have attained the monthly salary increment for twenty (20) years employment.

F. Recall:

Notice of recall shall be in writing to a nurse with simultaneous copy mailed to the Minnesota Nurses Association. Recalls shall be in order of seniority with the most senior nurse in layoff status recalled first. Recall shall continue in order of most seniority to least seniority until all nurses have been fully restored to their number of scheduled hours before layoff. A nurse shall be allowed up to one (1) week to report to work after receipt of a notice of recall. A nurse who has been recalled or offered a position different than the position from which the nurse was laid off may accept or reject such different position without loss of recall rights under this Contract Agreement. A different position means either a different unit or shift or number of scheduled hours. A nurse recalled to the same position who declines the offer of recall shall lose all seniority rights.

A nurse unable to respond to notice of recall to the same position due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status.

Seniority shall be lost if the nurse is not recalled from lay-off within one (1) year. Provided, however, a nurse may have seniority rights extended for an additional period of one (1) year by giving written notice to the hospital within thirty (30) days before the expiration of the first year of layoff.