



Minnesota Nurses Association

Proposal to

Methodist Hospital

2019 Contract Negotiations

March 15, 2019

3:00 p.m.

MINNESOTA NURSES ASSOCIATION

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Union Proposal 1
DEFINITIONS

The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients. Delivery of care is directed toward promotion and restoration of health, prevention of disease, and care of the sick and disabled.

The practice of professional nursing includes independent nursing functions and delegated medical functions which may be performed in collaboration with other health care team members.

The term "assistant nurse manager" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering, and evaluating nursing care given on a station / unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development, and giving direct patient care.

The "R.N." credential will be used in the title for all bargaining unit registered nurses. The initials "R.N.," or title "registered nurse," alone or in combination, will be restricted to refer only to a registered nurse.

The term "full-time" applies to a nurse working or employed by the Hospital to work ~~eighty (80)~~ seventy-two (72) hours in a two-week period.

The term "part-time" applies to any nurse employed by the Hospital to work, and working less than ~~eighty (80)~~ seventy-two (72) hours in a two-week payroll period.

The term "regularly scheduled part-time" applies to any part-time nurse employed by the Hospital to work on a continuing basis a usual specified number of scheduled hours per payroll period.

The term "casual part-time" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed.

The term "per diem registered nurse" – Refer to Article 3 – Hours, Section J. of this agreement.

The term "agency nurse" applies to any nurse who is employed by an outside agency utilized by the hospital to fill in for day to day emergent needs.

The term "traveling nurse" applies to any nurse who is employed by an outside company and is contracted by the hospital over a predetermined period of time.

The term "flex nurse" applies to any nurse who works shifts greater than eight (8) hours or any combination of shifts that include shifts of eight (8) hours and shifts greater than eight (8) hours.

Union Proposal 2

Section 2. EDUCATIONAL DEVELOPMENT

It is the mutual purpose of the Minnesota Nurses Association and the Hospital to encourage each nurse to continue and pursue her or his professional interest and education in nursing. To this end, salary increments for educational advancement are provided for in Section 4 B of this Agreement. Provision has also been made in Section 13 for appropriate leaves of absence for educational purposes.

Subsection A.

Tuition Reimbursement:

The Hospital shall pay the nurse minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to ~~two thousand five hundred dollars (\$2500.00)~~ three thousand one hundred dollars (\$3100.00) per year for educational course work at an accredited institution or seventy-five percent (75%) up to ~~\$3500.00~~ 4100.00 for course work toward a Baccalaureate or Master's Degree in Nursing under the following circumstances:

Union Proposal 3
Section 3. HOURS

Subsection B.

Breaks:

A nurse shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she or he will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half ($\frac{1}{2}$) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half ($\frac{1}{2}$) hour on duty time as provided in Section 3, "Hours." If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid meal break.

The following Missed Breaks Process shall be put into effect by Management:

- 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 of 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.

Subsection 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 (52,000 hours) of seniority 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.

Subsection D.

Bonus for Extra Unscheduled Weekend Shifts:

Full-time and regularly scheduled part-time nurses who work any more unscheduled 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. 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.

Section 3. HOURS

New K.

Weekend Scheduling Program (WSP):

The Hospital and Union have agreed that the Hospital may establish flexible scheduling plans providing work schedules of either two (2) or three (3) shifts each weekend (Friday, Saturday and Sunday). Such shifts will be between 3:00 pm Friday and 7:30 am on Monday. The Shifts may be between eight (8) hours and twelve (12) hours in length. A nurse may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program (WSP. Schedules established under this section shall be subject to the following conditions:

A nurse electing this program will receive their regular rate of pay plus an hourly Weekend Scheduling Program (WSP) differential of ten dollars (\$10.00) for each hour worked under this program as well as CRM and charge pay when applicable.

Shift differential and weekend differential will apply to a nurse's regular scheduled weekend shifts within the Weekend Scheduling Program (WSP).

All hours worked in addition to the Weekend Scheduling Program (WSP) will be paid at the nurse's regular rate of pay, with applicable differentials, bonuses and overtime as outlined in the Contract.

A nurse working the Weekend Scheduling Program (WSP) shall be credited toward accumulation of all contractually provided benefits, including pension and seniority, for each hour worked under the same terms and conditions as outlined in this Contract.

If a nurse working the Weekend Scheduling Program (WSP) agrees to take a voluntary low-need day off for a portion of her/his scheduled weekend shift, the nurse will receive one (1) hour of regular pay, one (1) hour of Weekend Scheduling Program (WSP) differential and benefit/seniority credits for each hour worked on the partial shift and, will be given one (1) hour of credit toward benefits/seniority for all hours lost.

Vacation and sick leave used shall be paid and deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued per the Contract.

The number of weekends available for vacation will be determined by annual vacation accrual. Example: If a nurse has two weeks off, they are eligible for two (2) weekends off a year. Additional vacation time may be granted on weekends above the limit if all other RN's requesting such time off have been granted the time and appropriate staffing guidelines can be met.

A nurse electing the Weekend Scheduling Program (WSP) may be scheduled to work on each holiday that falls on a weekend. Nurses who are holiday exempt per article 8 of this Contract will receive the holiday bonus as outlined in that article.

Holiday pay shall be based on the number of hours worked on each holiday.

The basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3 A. Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double time.

The Hospital shall give a nurse an 18 week notice in the event that a Weekend Scheduling Program (WSP) position is to be eliminated. If such elimination occurs; the nurse shall be offered a vacant or new registered nurse position within the Hospital for which the nurse is reasonably qualified, which has an equal number of hours per payroll period and the same shift rotation as the nurse had prior to electing the Weekend Scheduling Program (WSP). For nurses who entered the Weekend Scheduling Program (WSP) from an AWS position, such position would have the same shift rotation and hours worked as their AWS position.

A nurse participating in the Weekend Scheduling Program may, with Hospital approval, trade hours with a nurse who is not on the Weekend Scheduling Program (WSP). The Weekend Scheduling Program (WSP) rate of pay shall not apply to trades. However, a nurse on the Weekend Scheduling Program (WSP) who trades hours with another nurse who is scheduled to work and eight (8) hour to twelve (12) hour shift between 3:00 PM Friday and 7:30 AM on Monday shall continue to receive the rate of pay in the Weekend Scheduling Program (WSP). Any nurse who agrees to work a scheduled shift for a nurse on the Weekend Scheduling Program (WSP) shall be paid at the rate of pay the nurse would otherwise receive for that weekend work.

Unless otherwise noted in this section, all other provisions of this Contract apply to those nurses electing to participate in the Weekend Scheduling Program.

Subsection ~~K~~ L.
Block Scheduling:

Each unit will develop, to the extent possible, and provide a specific plan for expansion of block scheduling options for nurses who have a confirmed work agreement of 0.7 ~~0.8~~-FTE or greater to the Staffing Advisory Committee. The Staffing Advisory Committee will monitor the progress and implementation of this provision.

Subsection ~~L~~ M.
Floating:

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

No nurse will be required to float more than two (2x) per twelve (12) hour shift or once in an eight (8) hour shift. This include float pool and staff assigned to float off home units.

Union Proposal 4
Section 4. SALARY

Subsection G.
Charge Differential:

A nurse recognized by the Hospital to be acting in an authorized charge capacity on any shift of work ~~for at least four (4) hours~~ shall be paid an additional ~~two dollars (\$2.00)~~ four dollars (\$4.00) per hour for all hours worked in that capacity.

Subsection H.
~~Clinical Resource Mentor~~ Preceptor Pay Differential:

~~Clinical Resource Mentor Pay Differential:~~

~~A nurse will be paid two dollars (\$2.00) per hour for all hours worked in the Clinical Resource Mentor role.~~

"Preceptor Program," a nurse who serves in the role of preceptor shall be paid four dollars (\$4.00) per hour in addition to the regular rate of pay for all designated hours as preceptor hours. A nurse who is working in the role of both preceptor and charge nurse will be eligible for both differentials.

Preceptors shall be eligible for this compensation when providing orientation to an RN orientee, student, intern, or capstone. Paid training programs on teaching and preceptor training will be provided prior to the role starting and on an on-going basis to the core group of preceptors on each unit. Registered nurses who may fill in for the preceptor but who are not in the dedicated role shall be eligible for the compensation for all hours worked in which they assume the duties of the preceptor, whether they have taken the preceptor training course or not.

NOTE: Also see Section 23 B.

Subsection K.
Shift Differential:

Day/Evening Rotation:

Nurses working the evening shift shall be paid a shift differential at the rate ~~of one three dollars~~ and twenty-five cents ~~(\$13.25)~~ per hour.

Day/Night Rotation:

Nurses working the night shift shall be paid a shift differential at the rate of ~~two~~ four dollars ~~(\$2.25)~~ (\$4.50) per hour.

Straight Evening:

Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift shall be paid a shift differential at the rate of ~~two~~ four dollars and ~~twenty-five~~ fifty cents ~~(\$2.25)~~ (\$4.50) per hour.

Straight Night or Evening/Night Rotation:

Nurses who agree to work twelve (12) consecutive weeks or more on the night shift shall be paid a shift differential at the rate of ~~four~~ six dollars ~~(\$4.00)~~ (\$6.00) per hour.

No premium will be paid for an eight- (8) hour shift ending at or before 7:00 p.m. These permanent shift differentials shall be included in the pay for vacation, holiday, sick leave, and other paid leaves provided by Section 13 for those nurses permanently assigned the evening and night shifts.

Subsection M.
Weekend Premium:

A nurse shall receive premium pay at the rate of ~~one-three-dollars-and~~ twenty-five cents ~~(\$1.25)~~ (\$3.25) per hour for each hour worked during a period of eight (8) consecutive shifts commencing with the Hospital's regular evening shift on Friday.

New Subsection O.
Float Pool/Floating Differential

re-letter the following sections.

Nurses who are employed in the Float Pool and/or nurses who float off their home units will be paid an additional two (\$2.00) dollars an hour for all hours worked in the float pool and while floating off their home unit.

Union Proposal 5
Section 5. ON-CALL DUTY

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not a part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.

A nurse who has attained the age of sixty (60) shall not be required to take on-call duty.

On-call duty shall be compensated as follows:

A. Off-Premises On-Call Pay:

A nurse shall be paid at an hourly rate of ~~seven dollars and twenty-five cents (\$7.25) per hour~~ one hundred ten percent (110%) of state, federal, Minneapolis, or St. Paul minimum wages, whichever is higher, plus thirty cents (30¢) for on call duty performed off the hospital premises. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call time shall not be considered hours of work for the purpose of determining overtime pay.

If a nurse is called to work while on-call off premises, she or he will be guaranteed not less than four (4) hours pay. Such four (4) hours shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay. ~~to the extent that the total of hours worked and guaranteed exceed eight (8) hours in one (1) day or eighty (80) hours in a payroll period.~~

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 one hundred fifty percent (150%) of state, or federal, Minneapolis, or St. Paul minimum wages whichever is higher, plus thirty cents (30¢) per hour. ~~eight dollars and fifty cents (\$8.50) per hour~~ 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.

C. Holiday On-Call Pay:

Nurses on-call, either on- or off-premise, on any of the holidays listed in Section 8, shall receive an additional one dollar (\$1.00) per hour above the applicable on-call rate.

Union Proposal 6
Section 8. HOLIDAYS
Subsection(s)

A. Holiday Pay:

Full-Time Nurses:

Full-time nurses will be granted the following six (6) holidays with pay: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Full-time nurses shall be provided with three (3) personal floating holidays each contract year at a time mutually agreed upon between each individual nurse and the Hospital.

Part-Time Nurses:

A part-time nurse who works on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, or the nurse's birthday will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday, regardless of the shift starting time. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

A regularly scheduled part-time nurse, as defined in Section 39 of this Agreement, shall be provided with two (2) personal floating holidays each Contract year at a time mutually agreed upon between each individual nurse and the Hospital.

B. Holiday Scheduling:

Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed nursing service, nurses shall not be required to work more than half of the following holidays: Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve evening shift, Christmas Day, New Year's Eve evening shift, and New Year's Day. For purposes of meeting holiday obligations, a nurse scheduled more than one shift during the 32-hour Christmas holiday period will be considered to have worked one holiday. A nurse scheduled more than one shift during the 32-hour New Year's holiday period will be considered to have worked one holiday.

If a nurse is scheduled to work a holiday during the production of the work schedule and the nurse is given a voluntary or mandatory low-need day (or if a per diem nurse's shift is cancelled), the nurse will be given credit for the holiday.

Incentive for Additional Holidays:

Regularly scheduled nurses who agree to be scheduled on six (6) or more of the eight (8) holidays identified in Section 8 B in the same holiday scheduling year (Memorial Day through New Year's Day) shall have sixteen (16) hours of vacation added to their vacation bank at the end of the holiday scheduling year.

Casual part-time and per diem nurses who agree to be scheduled on six (6) or more of the holidays identified in Section 8 B in the same holiday scheduling year (Memorial Day through New Year's Day) shall receive an additional sixteen (16) hours of pay at the end of the holiday scheduling year.

C. Christmas and New Year's Holidays:

Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the evening shift beginning on December 24 through the end of the evening shift which began on December 25; New Year's Day shall be deemed to extend over a thirty-two (32) hour period from the start of the evening shift beginning on December 31 through the end of the evening shift which began on January 1.

Full-Time Nurses:

A nurse who works on Christmas Eve / Day will receive two times (2) pay during this thirty-two (32) hour period and one (1) shift of compensatory time off. If a nurse works more than her or his regular shift during this thirty-two (32) hour period, she or he will be paid at a rate of triple (double time [2] plus holiday pay) for each additional hour worked. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

A nurse who works on New Year's Eve / Day shall receive time and one-half (1½) pay during this thirty-two (32) hour period and one (1) shift of compensatory time off. If the nurse works more than her or his regular shift during this thirty-two (32) hour period, she or he will be paid at a rate of double time and one-half (time and one-half [1½] plus holiday pay) for each additional hour worked. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

Part-Time Nurses:

Part-time nurses who work on Christmas Eve/Day will receive double (2 times) pay plus holiday pay for all hours worked during this thirty-two (32) hour period. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

Part-time nurses who work on New Years Eve/Day will receive time and one-half (1½) pay plus holiday pay during this thirty-two (32) hour period. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

D. Holidays Other Than Christmas and New Year's:

Holiday other than Christmas and New Year's are defined to begin at ~~44:00~~ 7:00 p.m. on the night before the holiday and end ~~twenty-four (24)~~ twenty-eight (28) hours later at 11:00 p.m. on the night of the holiday.

Full-Time Nurses:

If a full-time nurse works on any of the other holidays specified in this Agreement, she or he will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday or will be given one (1) hour of compensatory straight time off within a two- (2) week period before or within a two- (2)

week period after said holiday for each hour worked on the holiday, the nurse to choose the method of reimbursement or combination of methods. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

Part-Time Nurses:

If a part-time nurse works on any of the other holidays specified in this Agreement, she or he will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for the holiday for each hour worked on the holiday. Holiday pay will be paid for all hours worked during the holiday period, and payment shall begin at the time the nurse punches in. All hours worked on the holiday will count toward holiday credit.

Union Proposal 7
Section 9. VACATIONS

Subsection D.
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.

1. The Hospital will post Vacation targets quarterly on each unit/department.
2. Vacation targets will be allocated and granted equitably so no one group is disadvantaged.
3. Nurses with block schedules may not make schedule requests in lieu of vacation requests.
4. Vacation requests are granted prior to schedule requests.
5. Nurses may use trades or replacement as alternatives to vacation and schedule requests.
 - a. Nurses will not have a trade or replacement denied solely because there are open and available shifts on a unit/department.
6. Nurses who submit a vacation request for a week or more shall not have that request denied solely because the hospital is unable to grant a shift of time off in that request.
7. The most senior nurse will have their vacation request granted in full. The granting of additional vacation(s), in full, will be by seniority up to the posted target.
8. Nurses who have a shift denied on a vacation request of less than one week shall replace themselves even if such replacement entails overtime.
9. Vacation requests cannot be denied in a way that it forces a nurse to work a shift less than 8 hours without the nurse's consent.

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.~~

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.

Union Proposal 8
Section 13. LEAVE OF ABSENCE

Subsection D. Maternity/Paternity

D. Maternity/Paternity:

Leave of absence without pay will be granted to nurses for maternity/paternity for a period of up to one (1) calendar year as follows:

1. For a period of up to four (4) calendar months of the leave commencing at or after the date of delivery or an earlier date if requested by the nurse for a non-medical reason, including the period of accumulated sick leave, during or at the conclusion of which, the nurse will be returned to her or his previous position. In the event a nurse is disabled for a period in excess of four (4) calendar months following delivery, the nurse will retain her or his right to her or his previous position for four (4) calendar months or three (3) calendar months plus accumulated sick leave used by the nurse, whichever is greater.
2. For a period of an additional four (4) calendar months, during or at the conclusion of which, the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
3. For a period of an additional four (4) calendar months or that period to make a total of twelve (12) months leave during which the Hospital may permanently fill the nurse's position. Upon returning from the leave, the nurse will be given the first opportunity to return to a position and classification for which she or he is qualified and will be given an opportunity to return to her or his former position if and when the position is open.
4. Vacation and length of service increments will continue to accrue for the first ninety (90) unpaid calendar days of this maternity/paternity leave.

If a nurse desires to return to the hospital at a date different than the date of return specified at the beginning of the leave, she or he shall notify the Hospital two (2) weeks in advance of the earlier of the specified return date or the desired return date. A nurse who desires to return to a different position at the conclusion of the leave must make such request at least thirty (30) calendar days prior to the expiration of the leave.

This subparagraph D shall be fully applicable in instances of adoption. In addition, the Hospital shall provide a reimbursement of up to \$2000.00 to nurses incurring expenses adopting a child. To be eligible, the nurse must be employed at the Hospital for at least six (6) months and be regularly scheduled at least thirty-two (32) hours per pay period.

Reimbursement shall be paid upon finalization of the adoption and presenting the Hospital with proof of incurred expenses. Adoption of children or step-children as a result of marriage are not eligible for the reimbursement benefit.

New Subsection E.

Renumber remaining section

Family Leave:

All employees who work or are scheduled an average of .4 FTE or more are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, or to care for immediate family members' serious health conditions. A family member's serious health condition that qualifies for this leave is an illness, injury, impairment or physical or mental condition that involves—(A) inpatient care in a hospital, hospice or residential medical care facility; or (B) continuing treatment by a health care provider. Leave under this section shall be limited to twelve (12) weeks of paid leave per twelve (12) month rolling period at the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event and will not serve to increase the length of leave for an employee. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death.

Requested bereavement leave may begin on the day following the death of the family member and may be supplemented by other leaves.

Union Proposal 9

Section 14. LOW NEED AND LAYOFF

Subsection 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 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)~~ sixty hours (60) 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 four (4) hours advance notice before the beginning of the shift.

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.

Union Proposal 10

Section 16. SCHEDULES AND POSTING

Subsection B.

Requested Additional Hours:

A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime work shifts before such shifts are offered to casual part-time nurses. For nurses working less than ~~sixty-four (64)~~ **sixty hours (60)** hours per payroll period, the extra shift(s) shall, with two (2) hours notice to the nurse, be cancelled prior to the implementation of Section 14 E, but such cancelled shift shall be counted as one of the three (3) allowable low-need days.

Subsection D.

Nurses agreeing to work four (4) or more hours beyond their scheduled shift shall receive **minimum of** one (1) hour ~~cancellation notice prior to~~ **before** the ~~end~~ **beginning** of their ~~scheduled~~ **extended shift** if they are not needed to work overtime. If such timely notice is not provided, the nurse shall be guaranteed four (4) hours of work or pay.

Union Proposal 11
Section 21. STAFFING AND SCHEDULING

Subsection A.

~~The following process will be used regarding staffing and scheduling:~~

- ~~1. The evaluation team participating in review of the staffing grids will be composed of three (3) management members (appointed by management) and three (3) Minnesota Nurses Association Registered Nurses from the unit, one from each shift (selected or appointed by the Minnesota Nurses Association) except that the MNA Representative for the unit may elect to serve on the team.~~
- ~~2. In evaluating staffing grids, teams will be encouraged to reach consensus about appropriate staffing. If consensus cannot be reached, the proposals will be referred to the Chief Nursing Officer (CNO) for additional review and recommendations. If consensus is not reached following review by the CNO, the team may seek assistance by a federal mediator.~~
- ~~3. The following criteria will be used to jointly evaluate the corresponding budget and staffing grid:~~
 - ~~▪ Patient volume month by month x twelve (12) months~~
 - ~~▪ Admission, discharge, transfers per shift and day~~
 - ~~▪ Predicted/projected to actual daily census~~
 - ~~▪ Overtime and additional shifts~~
 - ~~▪ 1:1 Nursing Assistants~~
 - ~~▪ Staffing targets vs. actual staffing~~
 - ~~▪ Skill mix (including items such as classification of staff on the unit [RN/LPN/NA/HUC, etc.] as well as the experience level of staff [e.g., regular unit staff, novice staff, etc.])~~
 - ~~▪ Acuity (including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs)~~
 - ~~▪ Hours per patient day/visit/encounter/procedure~~
 - ~~▪ Unit specific and other quality indicators (by mutual agreement)~~
 - ~~▪ Patient satisfaction data related to RN~~
 - ~~▪ Nurse turnover rate~~
 - ~~▪ Staff satisfaction~~
 - ~~▪ Unsafe staffing report~~
 - ~~▪ Flying Squad/availability of in-house resources~~
 - ~~▪ Patient size, weight, and mobility~~
- ~~4. All unit grids will be reviewed annually by the team or more often if problems occur. Results of these reviews will be submitted to the Staffing Advisory Committee for their review.~~

Grid Reviews

The Union and the Hospital will agree on the core staffing required for each unit on a calendar year basis. Core staffing numbers/targets/matrix/grids will not change unless there is mutual agreement.

A structured review of the staffing grid of each unit will be completed annually prior to the budgeting period. Hospital designees will coordinate this review. The Union will participate in this review. The team evaluating the staffing grids will be composed of a minimum of three (3) Union Registered Nurses that work on the unit, with a goal of participation from each shift (selected or appointed by the Minnesota Nurses Association) as well as MNA representatives, including Chairs and/or stewards from the unit.

Should the character of the unit change or staff nurses deem it necessary, a structured review of that unit's grid or pattern for staffing may be initiated by either party outside of the annual grid review process. The judgment of the staff RNs will carry authority in determining staffing levels. The responsibility for review of the reliability and validity of staffing grids, and for recommending any modifications or adjustments necessary to assure accuracy in patient care needs will be the function of the team evaluating the staffing grids.

Additionally, the following factors shall be considered in determining appropriate staffing levels. They include, but are not limited to:

1. Trends for all Concern for Safe Staffing forms.
2. Budgeted census.
3. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
4. Patient volume month by month for the past twelve (12) months.
5. The number of admissions, transfers and discharges per shift, per day, per month.
6. Skill mix including items such as classification of staff on the unit (including ancillary staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
7. Unit geography.
8. Temporary nurse usage (agency and travelers).
9. Consistent availability of other in-house resources.
10. Inability to find adequate staff to fill core shifts on a regular basis.
11. Inability to meet approved staffing grids on a regular basis.
12. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
13. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
14. Greater than a 15% increase or decrease in volumes for a period of one month.
15. Increased vacancy or turnover rates greater than 15%.
16. Increase in patient or family concerns for a particular unit.
17. Increase in RN work related injuries.
18. Increased trends in medication errors and falls.

Bargaining unit members shall be paid for time spent in attendance at such designated work team meetings and authorized time spent preparing for and/or authorized work outside the work team meetings and shall accrue hours for the purposes of seniority as well as contractual benefits. Union members shall be relieved from duty in order to attend scheduled meetings. Unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve the nurse from duty on those dates/times in order to attend.

In evaluating staffing grids, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) work days to the Union's recommendation. Agreed upon action will be implemented within thirty (30) days and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it and agree through a majority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

If a mutually agreeable decision cannot be reached, the parties will refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays receipt of the Hospital's response.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member within an additional five (5) days, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

For all purposes of this Section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

5.1. Units that have Licensed Practical Nurses (LPN) will ensure that the LPN is paired or partnered with a Registered Nurse. RN/LPN assignments will be made with due consideration for patient care needs and staff competency. The team designated to review staffing grids will also review and reach consensus regarding LPN/RN pairing and partnering. The same team will be authorized to review and reach consensus regarding charge nurse assignments. If consensus cannot be reached, the issue will be referred to the Chief Nursing Officer (CNO) for additional review and recommendations. If consensus is not reached following review by the CNO, the team may seek assistance by a Federal Mediator.

6.2. Additional considerations:

- Increase FTEs for any interested staff if possible and necessary
- Changes to approved budget when necessary

7.3. Effective June 1, 2004, the following shifts are defined as Hard-to-Fill Shifts:

- Between 11:00 p.m. the night before Easter Sunday through 11:00 p.m. on Easter Sunday
- Between 11:00 p.m. the night before Mothers Day through 11:00 p.m. on Mothers Day
- The evening shift on October 31
- The day shift on December 24

To help provide for adequate staffing levels on hard-to-fill shifts, the following will be implemented:

Nurses who agree to work an extra shift and are then scheduled or called in for a hard-to-fill shift will receive the following in addition to the applicable rate of pay and any applicable bonuses and differentials:

- A voucher for preferred parking for one day
- A meal ticket
- A twenty-five dollar (\$25.00) gift certificate for Park Nicollet Stores

In the event it is necessary to reduce staffing levels for a hard-to-fill shift, voluntary low-need days shall be utilized in order of seniority prior to resorting to the procedures in Article 14.

Subsection B.

Temporary Unit Closure:

1. The charge nurse will evaluate the following factors to assess and determine adequacy of resources to meet patient care needs:
 - ❖ Composition of skill/roles available
 - ❖ Patient acuity
 - ❖ Experience level of RN staff
 - ❖ Unit activity level (admissions, discharges, transfers)
 - ❖ Variable staffing grids
 - ❖ Availability of an RN to accept an assignment
 - ❖ Suspension of orientation for all or a portion of a shift
 - ❖ The Unit covering staffing holes with overtime.
 - ❖ The Unit is short staffed by greater than 5% of what is needed

If the unit/departments staff needs are not met and if any of the following conditions apply:

- ❖ Orientation is suspended for any portion of a shift
- ❖ One or more nurses are working 4 or more hours beyond the end of their schedule shift
- ❖ Nurse(s) who have worked more than 50 hours in a week
- ❖ Nurse(s) who have worked at least one double in a week
- ❖ The unit/department is staffed at 5% below a core or target number
- ❖ Staffing needs are not met related to increased acuity or intensity needed to provide safe patient care.

Then the Charge nurse will close the unit and bypass the process below.

If resources are in question, the charge nurse and nurse manager / administrative nursing supervisor in collaboration with EC and PACU supervisors/charge nurses, will consider the following.

- ❖ Current patient care assignments for potential redistribution
 - ❖ Ability to facilitate discharges, transfers, admissions (medical staff should be consulted)
 - ❖ Availability of additional resources
 - ❖ House-wide census and staffing and current EC wait time
2. If actions taken after consideration of these factors do not resolve the issue, and with the consensus of all above, the unit can be closed to admissions for a time period not to exceed two hours, unless evaluation has reoccurred as outlined in 21.B (1). The nurse manager must be notified at time of unit closure.
 3. However, it is recognized that certain situations such as community emergencies, EMTALA, or other legally required admissions and situations that would jeopardize the safety of any patient may require a unit to admit a patient. In those situations, the charge nurse will continue to work with key decisions makers to explore alternative solutions.

Union Proposal 12
Section 23. ORIENTATION

Subsection B.

~~Clinical Resource Mentor~~ Preceptor:

1. To be considered and selected for a position of a Preceptor ~~Clinical Resource Mentor~~, an RN must have worked on the unit for at least six months. It is preferred that the RN work authorized hours of 48 to 80 per pay period in order to ensure regular presence, knowledge, and understanding of nursing practice at Methodist Hospital. Authorized hours of less than 48 may be considered if the nurse has consistently worked more hours than authorized for the past six to 12 months to equal or greater than 40 hours per pay period. If a nurse has recently reduced hours to less than 48, the nurse's worked hours will be evaluated within one year to ensure regular presence, knowledge, and understanding of the hospital. Casual and per diem staff are typically not eligible for the CRM-Preceptor role unless they meet the above criteria.
2. To be selected for a position of a Preceptor CRM, the nurse must also demonstrate knowledge and nursing clinical competence, effective communication skills, teamwork, professionalism, and leadership skills and qualities.
3. If selected as a Preceptor ~~Clinical Resource Mentor~~, the nurse must complete the ~~Clinical Resource~~ Course offered by the hospital.
4. Annually, the Nurse Manager and CRM Preceptor will evaluate the nurse's ability to continue in the role of the CRM Preceptor based on the needs of the unit, skills and competency, and also considering such factors as the nurse's demonstrated interest in the role, professionalism, and leadership skills and qualities.
5. The value of the stated guidelines notwithstanding, it is not the intent of the guidelines to serve as a barrier to assuring that each unit have enough ~~CRMs~~ Preceptors.

Union Proposal 13
Section 24. HEALTH AND SAFETY

Subsection E.

Physical Violence and Verbal Abuse:
Workplace Violence

~~Members of the Nursing Health and Safety Committee will schedule a periodic meeting with the Director of Safety and Security to review the current response protocols. The mutual interest of dealing with threats, violence, and dangerous treatment situations will be reviewed with the objective of modifying current safety response protocols or adding new ones. The decision to modify or add will be a consensus decision. A process will be developed to record and report these incidents. These records will be evaluated by the Nursing Health and Safety Committee when the situation involves a registered nurse.~~

~~The Hospital will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing.~~

~~In addition, a registered nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.~~

~~The Hospital and Association recognize the effects traumatic events of violence directed at staff have and the obligation of the Employer to provide a safe and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events occur, the Hospital and Union agree to the following commitments:~~

Preventive Efforts

- ~~• The Hospital shall provide a summary of all incident reports involving violence as defined by Minnesota Statute 144.566 at each regularly scheduled Labor-Management Committee. This summary will include a description of the incident, the response, and efforts to mitigate future incidents of the same or similar nature.~~
- ~~• The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence toward staff and/or visitors. Security shall be alerted and maintain a heightened presence in any area where the patient is receiving care.~~
- ~~• On obstetric units, the Hospital shall immediately notify staff on the unit when the biologic father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father may attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.~~
- ~~• Behavioral Restraints: An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion they will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints. When an RN is performing 1:1 of a patient in restraints or seclusion, the RN will be taken out of the count and not be required to leave the bedside of the patient to perform RN duties.~~

- Signage will be posted and clearly visible at all nurse stations of all units in the Hospital which shall indicate that violence of any kind is not permitted on Hospital premises.

Traumatic Events

A Registered Nurse who has been assaulted at work and is unable to continue working, as determined in the nurse's sole discretion, will be given the opportunity to be free from duty for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.

The Hospital and Association recognize the effects traumatic events of violence directed at staff have on the whole person. In order to ensure the professional longevity and continued health of staff, the Hospital and Association agree to the following provisions for all Registered Nurses.

1. Units that require Security Alerts and/or Workplace Violence Training as a component of mandatory education shall also provide resiliency training and self-defense training to all nurses that provide patient care on those units on not less than the same frequency that Security Alerts and/or Workplace Violence training is provided.
2. When a violent event occurs on a unit an immediate documented debrief will take place that includes all staff involved and a nurse designated by the Union.
3. When assessing unscheduled absences, the proximity to staff being involved in a traumatic event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Employer.
4. Any nurse who opts to utilize the time off provision as stated above will be offered to be included in a debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident, and a designee of the Union. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions. This debrief will take place within seventy-two (72) hours. Within seven (7) days of the event a report of the event shall be presented to the Union which shall include all documented reports and investigatory notes as well as outcomes.
5. A nurse who has been the victim of violence that was committed by a patient or that patient's family shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.
6. The Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, families, and themselves. Charge nurses will receive information regarding the location and type of incident that initiated the lock down protocol and shall receive annual lockdown training to direct staff, patients and visitors to safety on units during a lockdown.

7. If a unit exceeds ten (10) violent incidents in any given month a review will be conducted by the Hospital Labor/Management group to review, and through mutual agreement, make changes as the group identifies opportunities to promote safety:

This review shall include, at a minimum:

- a. The number of RNs scheduled for the shift;
- b. The number of RNs working the shift;
- c. The number, and classification, of other staff scheduled for the shift;
- d. The number, and classification, of other staff working the shift;
- e. The impact, if any, of the geography of the unit;
- f. Security presence on the unit;
- g. Admission criteria for the unit;
- h. Patient room placement within the unit;
- i. Physical barriers present in staff areas;
- j. The availability and location of staff assistance or duress buttons.

Union Proposal 14

Section 27. ASSOCIATION COMMUNICATION/CHAIRPERSON

Subsection C.

Chairperson Paid Time for Bargaining Unit Responsibilities:

~~Each bargaining unit chairperson~~s will share 1.2 FTE per pay period ~~be provided a reasonable amount of paid time~~ to carry out bargaining unit responsibilities including, but not limited to, preparing for and participating in joint labor-management committees and activities, contract administration, and assisting bargaining unit members to resolve work-related issues. The amount and scheduling of such time shall be mutually agreed upon between the Minnesota Nurses Association and the Hospital.

New Subsection E.

Union Staff Representatives

1. Access at Any Operational Time. Union Staff Representatives shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit Employees.
2. Additional Right of Access. It is understood by the parties that Union Staff Representatives have legal obligations as Employee representatives and, as such, have access rights beyond those of the public and other non-Employees.
3. Obligations of Union Staff Representatives. Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to Employees when using their access rights.
4. Union Representative Badge. When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.
5. Conferring with Employees. Union Staff Representatives may confer with an Employee or group of employees, and/or supervisors or an Employer representative, on Employer time in connection with a complaint or problem concerning the Employee or group of employees, but such conference should not interfere with the work of the Employee or the delivery of patient care.

Union Proposal 15

Section 28. INSURANCE BENEFITS:

Subsection 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.

New paragraph 3

In addition to any employer contributions toward premiums specified above, the employer shall pay 100% of any increase in premium for coverage after the 2019 plan year. There will be no change(s) to the overall plan design, network or benefits, including but not limited to co-pays, deductibles, out-of-pocket maximums or pharmacopoeias without the parties' mutual agreement.

Renumber remainder of this section.

Union Proposal 16
New Section 38.

STAFFING CRISIS BONUS

The Employer and the Union recognize that ensuring all shifts are filled will help avoid unsafe staffing situations. Accordingly, the Hospital will offer capacity pay (triple time, in addition to any otherwise applicable premiums and differentials, for a minimum of four (4) hours) for any shifts that are not filled at least twenty-four (24) hours prior to the start of the shift, by first come first serve. If the shift is still not filled within four (4) hours prior to the start of the shift, the following will be implemented:

1. As soon as unstable patients are stabilized, the patient will be transferred to another unit or facility, and;
2. Stable patients and or family members shall be offered the option of being transferred to another unit or facility. These shall continue until such time the Charge Nurse informs the supervisor that it is safe to re-open the unit.

Units excluding the Emergency Department and Obstetrical and ICU Units will be automatically closed to admissions or transfers until such time as the Charge Nurse informs the supervisor is that it is safe to re-open the unit.

For Emergency Department and Obstetrical Units, the following will apply:

1. The ED and OB will go on divert and the units will be closed until such time as the Charge Nurse informs the supervisor that it is safe to re-open the unit.
2. As soon as unstable patients are stabilized, the patient will be transferred to another unit or facility, and;
3. Stable patients and or family members shall be offered the option of being transferred to another unit or facility. These shall continue until such time the Charge Nurse informs the supervisor that it is safe to re-open the unit.

Union Proposal 17
New Section 39.

HELPING HANDS

Helping Hands may be utilized (but not in place of the DRN Nurse) to provide additional nursing resources to unit/departments where needs exist within hospital, as appropriate. Helping Hands will count as a floated shift per unit rotation. These guidelines define the scope of responsibility for RN's when assigned to the Helping Hands role in order to promote patient safety. Registered Nurses working as Helping Hands will not be given a patient assignment but may accept delegated nursing care according to their professional judgment, skills and competencies.

Roles and Responsibilities when Helping Hands role is assigned:

Patient Flow Supervisor

- Determines availability of RN to float from one unit/department to another as a Helper.
- ⊞ Assigns RN to Helping Hands and notifies applicable units and staffing office of the float.
- ⊞ Determines if RN assigned as Helping Hands is needed back in-home community and notifies charge RNs in each affected area.

Charge RN

- Provides for welcome and introduction of the RN floating as a Helper.
- Serves as a resource and main contact for the RN throughout the shift. Checks in at end of shift.
- Reviews expectation and scope of responsibility with RN floating as a Helper, and unit staff.
- Explains unit orientation/geography/routines, and shows the RN the location of the crash cart, fire extinguishers/alarms, utility rooms, and supplies.
- Facilitates use of communication technology as applicable.
- Coordinates delegation of specific nursing functions between unit RNs and the Helper

RN assigned to Helping Hands

- Swipe into the appropriate unit cost center. If recalled to unit swipe in upon return.
- Communicate with charge RN throughout the shift regarding any specific needs for the shift.
- Complete delegated tasks and documentation, report progress to assigned RN. Examples of appropriate tasks include, but are not be limited to:
 - Admissions and transfers-assist with screenings, documentation, initial care and VS.
 - Medication and blood product administration, double checks, protocols, IV placement.
 - Record I&O, ADL'S, ambulation, feeding, and answer call lights, organize and stock rooms.

- The Helper has the accountability and authority to accept or decline any task or procedure based on their skills, competency and professional judgment. Communicates any challenges to charge RN. The helper will not be assigned an individual patient assignment.
- In the event Helper is called back to work in home community, RN will communicate with unit charge RN any incomplete tasks.

Union Proposal 18
LETTER OF UNDERSTANDING

Designated Resource Nurse

During the negotiations for the ~~2007-2010~~ 2019-2024 contract between Methodist Hospital and the Minnesota Nurses Association, the following agreements were reached regarding Designated Resource Nurses:

As soon as practicable after June 1, 2007, the Hospital will add ~~at least six (6)~~ nine (9) Registered Nurse FTEs to be used as Designated Resource Nurses. There shall be an additional one (1) FTE per shift (day, evening, night) for House Wide DRN. The Designated Resource Nurse will be an assignment and not a posted position. It is the intent of the parties that the Designated Resource Nurse will typically be assigned from the unit on which they will be used and would be in addition to authorized FTEs. The Designated Resource Nurse is not counted into the staffing grid. Nursing Administration, with input from the Staffing Advisory Committee and unit grid evaluation committees, will develop a process by which nursing units can request a Designated Resource Nurse FTE allocation. The Unit Specific and House Wide DRN shall only be pulled if the Hospital is on divert, any unit has resorted to prematurely pulling a nurse on orientation from their orientation and preceptor to take an assignment independently, or procedural departments and or the Emergency Department have been holding patients longer than 4 hours. Once the Divert is cancelled the DRN will be relieved of their patient assignment and place back into the DRN role.

The purpose of the Designated Resource Nurse is to include but not limited to:

1. support novice staff while they gain the experience and confidence to develop their skills;
2. provide clinical assistance for the bedside nurse when intensity is high;
3. support all staff when new technologies/therapies/interventions are implemented or when other needs are identified by patient care staff;
4. Perform Admission, Discharge and patient transfers duties.

When done well, this will:

1. improve the timely provision of quality patient care;
2. improve overall staff satisfaction;
3. improve the personalized care and service given to patients and their families;
4. improve inter-departmental relationships (EC, lab, and x-ray) by making turnaround processes more efficient;
5. decrease incremental overtime;
6. Not interrupt orientation/keep preceptors and orientees whole/together.

Signed this _____ day of _____ 2007.

~~PARK NICOLLET HEALTH SERVICES~~ _____ ~~MINNESOTA NURSES ASSOCIATION~~

By _____ SIGNED _____	By _____ SIGNED _____
____ David Wessner _____	____ Scott Kleckner _____
____ Chief Executive Officer _____	____ Staff Specialist, Labor Relations _____

By _____ SIGNED _____
____ Arthur LaPoint _____
____ Vice President, Human Resources _____

Union Proposal 19
LETTER OF UNDERSTANDING

Injured, Ill, or Disabled Nurse
Amended ~~2007~~2019

The Hospital and the Association have identified shared interests that relate to maintaining an injured, ill, or disabled nurse's ability to continue meaningful productive work in a professional role which accommodates the nurse's disability and/or restriction(s). To that end, the parties further agree to the following:

1. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse's right to Minnesota Nurses Association representation. Written notice of any accommodation of a nurse for a period of greater than two (2) weeks will be provided to the Association.
2. The Association will be provided with all relevant information requested related to the accommodation of the Registered Nurse. Medical information will be released subject to written authorization of the nurse. Consistent with their status as employer and bargaining representative, respectively, the Hospital and the Minnesota Nurses Association will respect any confidential information being considered or disclosed.
3. Nurses will be accommodated on an individual basis, with a focus on the nurse's ability, rather than disability.
4. Upon request of the Hospital, the Minnesota Nurses Association will waive the posting requirements of Section 16, "Schedules and Postings," relative to selected new or existing open positions which would allow the Hospital to accommodate a nurse who is currently a member of the bargaining unit in a bargaining unit position. Open positions across Park Nicollet that could accommodate the restrictions of the ill, injured, or disabled nurse will be made available to such nurses.
5. A nurse who has not been, or in the future may not be, accommodated in a bargaining unit position retains bargaining unit seniority for all purposes for as long as the nurse is accommodated outside the bargaining unit. The nurse shall be given preference in returning to any new or existing open bargaining unit position within four (4) years where the nurse is qualified and can be accommodated. (See Section 14 A2 for orientation requirements).
6. Ill, injured, or disabled nurses accepting alternate work for a temporary period of time will remain in the bargaining unit unless the work that is assumed is managerial.
7. The Hospital will make every effort to make short-term projects available for those nurses who are temporarily unable to return to their position due to illness, injury, or disability.

8. Ill, injured, or disabled nurses' job assignments may be jointly developed by the Minnesota Nurses Association, the Hospital, and the affected Registered Nurse. The affected nurse's daily assignment shall be developed through discussions in the unit during report.
9. Work Injured Nurse Advocate
- i. .2 FTE(s) of a nurses scheduled FTE per pay period shall be dedicated to but not limited to
 - 1. Assisting injured nurses.
 - 2. Advocate and advise work injured nurses
 - 3. Will assist with injured nurses who need to transfer from bedside work to other positions to maintain employment
 - 4. Will meet with nurse and hospital to work out accommodation and progress back to unrestricted work
 - ii. Position shall be appointed by the MNA chairs
 - iii. This Work Injured nurse advocate will work closely with EHOS to ensure safe patient moving processes, equipment, studies are continuously evaluated, available, and adequate.

Signed this _____ day of _____ 2007.

PARK NICOLLET HEALTH SERVICES _____ MINNESOTA NURSES
ASSOCIATION

By _____ SIGNED _____	By _____ SIGNED _____
David Wessner	Scott Kleckner
Chief Executive Officer	Staff Specialist, Labor Relations

Union Proposal 20

Across the board wage increase 7% for year 2019, 7% for year 2020, and 7% for 2021.

Union Proposal 21
Section 40. DURATION

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 20~~16~~ 19, through and including May 31, 20~~19~~22. 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, 20~~19~~ 22, 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 20~~16~~ 19.

Union Proposal 22

Renewal of all Letters of Understanding that are set to expire with the expiration of the 2016-2019 collective bargaining agreement between Methodist Hospital and the Minnesota Nurses Association.

The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of appropriate of interpretation of intent if the proposal is withdrawn by the Union.