

Minnesota Nurses Association and Methodist Hospital Negotiations
Counter proposal
April 15, 2019

ACTION PLANS—20072019-2022

~~During the 2007 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the Hospital and the Minnesota Nurses Association Labor Management process. Such Action Plans remain the mutual responsibility of the Association and the Hospital and, as such, will be referred to the Methodist Hospital / Minnesota Nurses Association Labor-Management Committee for clarification, direction, and oversight.~~

The following are the agreed upon Action Plans:

Labor/Management Committee

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

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

~~The following are agreed upon action plans related to TIPS:~~

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

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

- ~~• Hold informational meetings one week prior to RPIW~~
- ~~• Written communication to each shift prior to implementation of change~~
- ~~• Build safety stop into RPIW process~~
- ~~• Solicit and evaluate idea forms — four weeks prior to RPIW~~
- ~~• Nurse group to come up with ideas for new RPIWs~~
- ~~• Orientation sessions regarding LEAN process~~

Minnesota Nurses Association and Methodist Hospital Negotiations
Counter proposal
April 15, 2019

ACTION PLANS—20072019-2022

During the 2007 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the Hospital and the Minnesota Nurses Association Labor-Management process. Such Action Plans remain the mutual responsibility of the Association and the Hospital and, as such, will be referred to the Methodist Hospital / Minnesota Nurses Association Labor-Management Committee for clarification, direction, and oversight.

The following are the agreed upon Action Plans:

Labor/Management Committee

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

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

The following are agreed upon action plans related to TIPS:

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

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

- Hold informational meetings one week prior to RPIW
- Written communication to each shift prior to implementation of change
- Build safety stop into RPIW process
- Solicit and evaluate idea forms — four weeks prior to RPIW
- Nurse group to come up with ideas for new RPIWs
- Orientation sessions regarding LEAN process



**Methodist Hospital and Minnesota Nurses Association Tentative Agreement
4/15/2019**

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

An ~~licensed practical nurse or other~~ employee who completes the educational and licensure requirements and becomes a registered nurse and who continues employment at this Hospital and within this bargaining unit, shall maintain earned sick leave and vacation benefits. In addition, such employee shall commence receiving vacation as a registered nurse which shall equal the level of vacation received in the prior position. Satisfaction of any waiting periods for eligibility for coverage under the insurance programs provided by this Contract shall be based upon total length of employment at said Hospital(s). Seniority for purposes of Section 14, "Low-Need Days and Layoff," shall begin to accrue as of the date the employee commences employment as a registered nurse.

Methodist Hospital

Minnesota Nurses Association

Signature _____

Signature  _____

Minnesota Nurses Association and Methodist Hospital Negotiations
April 15, 2019

Effective Date: June 1, 2019
End Date: Ongoing

During the negotiations for the 2019-2022 contract between Methodist Hospital and the Minnesota Nurses Association mutually agreed to place the Alternative Weekend Schedules into a Letter of Understanding, *which shall remain dormant while the provisions of Article 3 (E) (Weekend Scheduling Program) remain current. Should the Weekend Scheduling Program be discontinued, the parties shall meet to discuss the status of the Alternative Weekend Scheduling plan.*

Alternative Weekend Schedules:

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

1. Unless otherwise expressly modified by this subsection I, the provisions of Section 3 H, "Flexible Work Schedules," shall be fully applicable to the alternative weekend schedules.
2. Twelve- (12) Hour Alternative Weekend Schedules:
 - a. Alternative weekend schedules developed under this program shall be within a forty-eight (48) consecutive hour period between 3:00 p.m. Friday and 7:00 a.m. Monday.
 - b. A nurse electing this program will be scheduled to work two twelve- (12) hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. Payment shall be at time and one-half (1½) the hourly rate.
 - c. A nurse working two (2) twelve- (12) hour weekend shifts on an alternative weekend schedule shall be credited with thirty-six (36) hours per weekend (seventy-two [72] hours per payroll period) toward accumulation of all contractually provided benefits, including pension. Seniority will accrue on actual hours worked plus actual hours lost under Section 14 B and D. A nurse will

receive one (1) hour of credit toward benefits for each additional hour the nurse agrees to work.

- d. For purposes of Section 14 E, a nurse on an alternative weekend schedule shall be considered to be regularly scheduled for seventy-two (72) compensated hours per payroll period. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled twelve- (12) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with Section 14 B, will be given one and one-half (1½) hours credit toward benefits for all hours lost.
- e. Vacation and sick leave used shall be paid and be deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as vacation or sick leave.

3. Eight- (8) Hour Alternative Weekend Schedules:

- a. A nurse electing this program will be scheduled to work five eight- (8) hour shifts in a two-week period. Payment shall be at the rate of one and one-half (1½) times the hourly rate. For the 16-hour weekend, it is likely that straight p.m. or straight nights would work Friday/Saturday. When working a weekend p.m./night shift, the normal schedule will be Friday, Saturday and Sunday. The weekend is between 3:00 p.m. Friday and 7:00 a.m. Monday.
- b. A nurse working eight- (8) hour shifts on an alternative weekend schedule shall be credited with one and one-half (1½) hours toward accumulation of all contractually provided benefits, including pension, for each hour worked on the alternative weekend schedule. A nurse will receive one hour of credit toward benefits for each additional hour the nurse agrees to work. Seniority will accrue on the actual hours worked plus the actual hours lost under Section 14 B and D.
- c. If a nurse agrees to take a voluntary low-need day for a portion of her or his scheduled eight- (8) hour weekend shift, the nurse will receive one and one-half (1½) hours of pay for each hour worked on the partial shift and, in accordance with section 14 F, will be given one and one-half (1½) hours credit towards benefits for all hours lost.

- d. Vacation and sick leave used shall be paid and be deducted from the nurse's accumulated vacation and sick leave at the same rate as it is accrued. A nurse will, therefore, receive 12 hours of pay for each eight- (8) hour weekend shift taken as vacation or sick leave.
4. A nurse electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.
5. Holiday pay shall be based on the number of hours regularly scheduled under the alternative weekend program.
6. Section 3 D relating to the weekend bonus and Section 4 M relating to the weekend premium and Section 4 K relating to shift differential shall not apply to the weekend shifts for which a nurse is normally scheduled under the alternative weekend schedules, but will apply to any additional weekend shifts a nurse agrees to work.
7. The basic workweek for nurses on the alternative weekend program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked under this alternative weekend program. Further, a nurse working in excess of her or his scheduled workday shall be paid time and one-half (1½) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double (2) time.
8. Nurses on the alternative weekend program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by nurses electing to work twelve- (12) hour shifts on weekends under this program or other schedules including twelve- (12) hour shifts on a weekend developed in accordance with Section 3 H above.
9. A nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 3 H. The nurse shall be entitled to return to an open available position for which the nurse is qualified and which has an equal number of hours per payroll period as the nurse had prior to electing the alternative weekend program.

The alternative weekend schedule will be offered for the life of this Contract, but not less than three years. The Hospital shall give the nurses no less than twelve (12) months notification that the program will be discontinued. If alternative weekend schedules are discontinued, the nurse

will be returned to the previously scheduled hours and shift rotation held prior to joining the alternative weekend schedule.

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

Methodist Hospital

Minnesota Nurses Association

Signature _____

Signature _____

April 15 2019

**Park Nicollet Methodist Hospital
And
Minnesota Nurses Association
Employer Response to Union -4 (Preceptors)
April 15, 2019**

Article 4 (H)

Add the following new language:

A nurse who is assigned to work as charge nurse and also to precept a new charge nurse will be eligible for both the charge and preceptor differentials. A nurse who, at the Hospital's request, agrees to fill in for a preceptor shall be eligible for the preceptor differential for all hours worked in which they have assumed the preceptor duties regardless of whether the nurse has taken the preceptor training course.

PACKAGED WITH AGREEMENT TO EMPLOYER #8 ON TRANSFER LIMITATIONS.

Minnesota Nurses Association and Methodist Hospital Negotiations
Counter proposal
April 15, 2019

Article 4 (H)

A nurse who is assigned to work as charge nurse and also to precept a new charge nurses will be eligible for both the charge and preceptor and charge differentials. A nurse who, at the Hospitals request, agrees to fill in for a preceptor, shall be eligible for the preceptor differential for all hours worked in which they have assumed the preceptor duties regardless of whether the nurse has taken the preceptor training course.

Subsection E. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the bulletin board a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit, the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply. **A nurse must be employed in their current unit/department for a period of 4-year-9 months prior to being eligible to apply for posted position outside their department before transferring to another unit. A nurse may transfer earlier than 9 months if the following conditions exist:**

- 1. Nurse will be granted a onetime exception if a preferred, shift, rotation or position becomes available during this 9-month timeframe.**
- 2. If the unit is not a good fit**
- 3. Interpersonal issues**

No request will be unreasonably denied

In filling any such bargaining unit position, the primary consideration shall be whether the applicant meets the required qualifications to perform the duties of the open position. The transfer of a nurse to the position for which the nurse has been accepted may be postponed for a period not to exceed three (3) months if it is necessary to provide the proper skill level on the unit from which the nurse will be transferring. Subject to the foregoing, nurses meeting the required qualifications shall be given preference over nurses not currently employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the most senior nurse within the bargaining unit.

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

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:

Packaged with agreement to union proposal #2 on education Development

April 15th 2018

**Park Nicollet Methodist Hospital
And
Minnesota Nurses Association
Employer Response to Union -7 (Vacation Scheduling)
April 15, 2019**

D. Vacation Scheduling:

Modify only the following section of Article 9 (D):

~~Nurses may replace themselves with up to four (4) hours at overtime per posted schedule to cover who have a portion (i.e., 4 hours) of a shift denied on a vacation request that was denied during the original vacation granting period. 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.

PACKAGED WITH AGREEMENT TO EMPLOYER #4 AS MODIFIED:

~~No individual nurse may be granted more than eighty (80) vacation hours during the three 6-week schedule blocks covering the majority of summer vacation weeks as established by the Staffing Advisory Committee each year.~~

Minnesota Nurses Association and Methodist Hospital Negotiations
Counter proposal
April 15, 2019

~~Nurses may replace themselves with up to four (4) hours of overtimes per shift posted schedule to cover who have a portion (i.e., 4 hours) of a shift denied on a vacation request that was denied during the original vacation granting period. 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.

No individual nurse may be granted more than eighty (80) vacation hours during the three 6-week schedule blocks from Memorial Day to Labor Day summer vacation weeks ~~as established by the staffing advisory committee each year.~~ If there are more vacation days available after granting period nurses may be granted additional hours during the summer months.

~~Nurses will not have a trade or replacement request denied solely because there are open available shifts on a unit/department~~

~~Vacation Scheduling Process shall be reviewed quarterly in Staffing Advisory Committee.~~