

)

10:15  
April 29~~th~~ 2019  
Paul Z-

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal # 1 Regarding:**

**Hospital #7 (Discipline and transfers limits)  
Union #17 (Helping Hands)  
Union #19 (Injured, Ill, disabled nurse)**

**April 29, 2019**

In response to the Union's Package proposal of April 15, the Hospital counters that it will agree to:

- Drop its Proposal #7 to limit transfers by nurses in current corrective action, in return for
- The Union agreeing to Drop its proposal #17 (Helping Hands) and #19 (Injured, Ill, disabled nurses).

• Add employee 5

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

April 29<sup>th</sup>  
10:15

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal # 2 Regarding:**

**Hospital #4 (Vacation Limits May to Sept.)  
Union #7 (Vacation Scheduling)**

**April 29, 2019**

D. Vacation Scheduling:

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

Nurses may replace themselves with up to **eight (8)** hours at overtime per posted schedule to cover a vacation request that was denied during the original vacation granting period.

**PACKAGED WITH AGREEMENT TO EMPLOYER #4 AS MODIFIED:**

No individual nurse may be granted more than eighty (80) vacation hours during the **6-week schedule blocks that include Memorial Day, Labor Day and the time period between the two holidays. If vacation days remain available after the vacation granting period, a nurse may be granted additional vacation hours during the period defined above. Vacation scheduling shall be reviewed quarterly by the Staffing Advisory Committee.**

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

April 29, 2019  
16:18

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal # 3 Regarding:**

**Hospital #8 (Limits on Transfers within one year)  
Union #4 (Preceptors)**

**April 29, 2019**

**Article 4 (H) HOLD:**

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 Employer #8 (Transfers) as MODIFIED:**

Article 17, E -Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post the position 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/department, the FTE number of shifts per payroll period, the shift rotation, and 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 six (6) months post-orientation before transferring to another unit/department. This limitation may be waived when there is mutual agreement between the nurse and nursing leaders.

[No other changes to 17 E; Union Package to include Union #2 regarding educational development is not accepted as part of this package.]

T. A.

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

April 29 2019  
10:28

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal # 4 Regarding:**

**Hospital #6 (Mandatory Low Need)  
Union #10 (Schedules and Postings)**

**April 29, 2019**

The Hospital agrees to Union Proposal # 10 (D) (Extended Shift cancel notice)

**Packaged with:**

**Union drops Union Proposal #10 (B) (regarding requested additional hours) and agrees to Hospital Proposal # 6 (Mandatory Low Need) as amended below:**

Article 14 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) 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 two (2) ~~four (4)~~ hours advance notice before the beginning of the shift if offsite and one (1) hour advance notice before the beginning of the shift if onsite.

*minimum 2 hours*

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.

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

*add proposal #3  
Subsect*

MINNESOTA NURSES ASSOCIATION PROPOSAL PACKAGE  
APRIL 29, 2019

Union Proposal 13  
Section 24. HEALTH AND SAFETY

Subsection E.

Physical Violence and Verbal Abuse:

Members of the Nursing Health and Safety Committee will schedule a periodic a quarterly meeting with the Director of Safety and Security to review the current response protocols. 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 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 monthly by the ~~Nursing Health and Safety~~ Labor Management Committee when the situation involves a registered nurse.

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

In addition, 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 ~~will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.~~ up to seventy-two (72) hours after the assault without loss of pay or the need to use benefit time

A nurse who has been the victim of any work place violence that was committed by a patient or that patient's family or shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.

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.

MINNESOTA NURSES ASSOCIATION PROPOSAL PACKAGE  
APRIL 29, 2019

- A. Critical Incident Stress Debriefing:
1. 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.
    - a. 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.
    - b. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions.
    - c. This debrief will take place within seventy-two (72) hours.
    - d. 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.
  2. Charge nurses and other nurse leaders will be trained on available Employee Assistance Program (EAP) resources including access to Critical Incident Stress Debriefing (CISD) teams.
  3. If a nurse needs to use EAP for CISD, it will not be counted against allowances for EAP benefits.
  4. A nurse attending a formal CISD debriefing will be paid for all time spent in the debriefing but not less than two (2) hours.
  5. Nurses requesting personal assistance following a critical event will receive such assistance within two (2) hours. If a formal CISD debriefing is appropriate, it will be made available with a qualified facilitator within twenty-four (24) hours of the critical incident.
  6. Regular in-services on coping with stress, including death and dying, will be offered to nurses

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 interpretation of intent if the proposal is withdrawn by the Union.

**MINNESOTA NURSES ASSOCIATION PROPOSAL PACKAGE**  
**APRIL 29, 2019**

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.

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.

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.

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MINNESOTA NURSES ASSOCIATION PROPOSAL PACKAGE  
APRIL 29, 2019

Union Proposal 8 Leave of Absence

Sick Leave Conversion:

Nurses who have accrued over seven hundred and twenty (720) hours will have any additional sick leave hours earned paid out at a ratio of four (4) hours of sick time to one (1) hour of pay. An automatic payout will occur on the first full pay period after June 1<sup>st</sup> of each year, and the nurse's sick leave balance will be reset to seven hundred and twenty (720) hours.

Nurses retiring with 640 or more hours of sick leave accumulation will receive a \$5000 cash payment upon retirement. Provided, however, that nurses whose age plus years of service according to the Twin City Hospital – MNA Pension Plan equals at least 95 shall receive a \$6500 cash payment upon retirement.

Should a nurse retiring have less than six hundred forty (640) hours of accumulated and unused sick leave to her or his credit, or a nurse whose employment has terminated prior to retirement and have unused sick leave to her or his credit, those remaining hours shall be placed in a catastrophic leave bank to be accessed by nurses for paid leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, to care for themselves during a critical illness or to care for their immediate family member suffering a serious health condition.

The catastrophic leave bank shall be jointly administered by the Hospital and the Union, and any criteria for nurses accessing the catastrophic leave bank shall be jointly developed in the appropriate labor management meeting.

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.



**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal Regarding  
DESIGNATED RESOURCE NURSE LOU**

**April 29, 2019**

**LETTER OF  
UNDERSTANDING**

Designated Resource Nurse  
2019-202~~1~~<sup>2</sup>

2

During the negotiations for the ~~2019-2021~~ contract between Methodist Hospital and the Minnesota Nurses Association, the following agreements were reached regarding Designated Resource Nurses:

*new agreement current*

~~As soon as practicable after June 1, 2007,~~ The Hospital will ~~add~~ commit to at least six (6) Registered Nurse FTEs to be used as Designated Resource Nurses. 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 utilized as an additional resource to augment the provision of patient care. ~~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 purpose of the Designated Resource Nurse is 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 Admissions, Discharges and Patient transfer 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.

Starting no later than thirty (30) days following ratification of the 2019-20 CBA and for twelve months thereafter, the Hospital and the union agree to use the Labor Management Committee process to gather and analyze data on DRN utilization. LMC will then use that data to make recommendations designed to fully utilize the allotted DRNs to support patients and staff.

Thereafter, and for the life of the current CBA, LMC will continue to analyze data and assess the success of efforts to maximize the utilization of DRNs.

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal #5 Regarding:**

**Union #13 (Workplace Violence)**

**April 29, 2019**

Article 24, Section E

Workplace Violence

~~Physical Violence and Verbal Abuse:~~

~~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 that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy 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 may occur, the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will communicate and reinforce its Violence Free Workplace Policy and expectations to staff, patients and visitors.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital campus.

Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

Nurses are encouraged to report all incidents of workplace violence and to contact the Employee Occupational Health and Safety Department following any incident of workplace violence. Employee Occupational Health and Safety will facilitate support and resources for the affected employee(s).

A nurse who has experienced workplace violence will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away is needed the Employee Occupational Health and Safety Department will explore options with the nurse via programs, resources and offerings available.

A nurse who has experienced 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 unless the nurse's care is vital to ensuring the patient's need for care is met.

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team. The intent of the debrief is to create a safe space for staff to discuss the event.

Reported incidents of violence will be reviewed regularly by the Labor-Management Committee or its delegate. The Labor Management Committee will review trends and through mutual agreement make recommendations for change.

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
HOSPITAL Counterproposal #5 Regarding:**

**Union #13 (Workplace Violence) MODIFIED: #2**

**April 29, 2019**

Article 24, Section E

Workplace Violence

1 The Hospital and Association recognize the effects that incidents of violence have on patients, visitors and staff. The Hospital is committed to providing a safe, healthy 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 may occur, the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

2 The Hospital will communicate and reinforce its Violence Free Workplace Policy and expectations to staff, patients and visitors.

3 The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital campus.

4 Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

5 Nurses are encouraged to report all incidents of workplace violence and to contact the Employee Occupational Health and Safety Department following any incident of workplace violence. Employee Occupational Health and Safety will facilitate support and resources for the affected employee(s) such as the Employee Health Clinic, Employee Assistance Program and stress management resources.

6 A nurse who has experienced workplace violence will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away is needed the Employee Occupational Health and Safety Department will explore options with the nurse via programs, resources and offerings available such as paid administrative leave and assistance with the Workers' Compensation process.

7 A nurse who has experienced 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 unless the nurse's care is vital to ensuring the patient's

need for care is met.

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team. The intent of the debrief is to create a safe space for staff to discuss the event.

Reported incidents of violence will be reviewed regularly by the Labor-Management Committee or its delegate. The Labor Management Committee will review trends and through mutual agreement make recommendations for change.

The Hospital reserves the unconditional right to add to, modify or withdraw any proposals prior to final agreement on all terms for a new Collective Bargaining Agreement.

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
  
TENTATIVE AGREEMENT**

**Hospital #8 (Limits on Transfers within one year)  
Union #4 (Preceptors)**

**April 29, 2019**

**Article 4 (H):**

Add the following new language to Section 4(H):

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.

**Article 17, E -Posting and Filling of Positions: Amend Section 17 (E) as follows:**

If a nursing position is or will be open, the Hospital will post the position electronically 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/department, the FTE number of shifts per payroll period, the shift rotation, and 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 six (6) months post-orientation before transferring to another unit/department. This limitation may be waived when there is mutual agreement between the nurse and nursing leaders.

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 provision of Article 3 (I) (weekend schedule program) remains current. Should the weekend scheduling program be discontinued, the parties will meet to ~~discuss~~ <sup>review</sup> the status of the Alternate Weekend Schedule plan in this LOU.

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:

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

 4-15-19

Signature

\_\_\_\_\_

MINNESOTA NURSES ASSOCIATION MODIFIED PROPOSAL  
APRIL 29, 2019

Employer Proposal 6

Article 14, Section 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 ~~full time or~~ 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) 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 ~~two (2) four (4) hours~~ hours advance notice before the beginning of the shift ~~if offsite and one (1) hour advance notice before the beginning of the shift if onsite.~~

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.

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 interpretation of intent if the proposal is withdrawn by the Union.

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

Employer agrees to withdraw proposed language on the employer's Proposal 7 then the Union agrees to withdraw language on Union Proposal 17

**Park Nicollet Methodist Hospital  
And  
Minnesota Nurses Association  
  
TENTATIVE AGREEMENT**

**Hospital #8 (Limits on Transfers within one year)  
Union #4 (Preceptors)**

**April 29, 2019**

**Article 4 (H):**

Add the following new language to Section 4(H):

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.

**Article 17, E -Posting and Filling of Positions: Amend Section 17 (E) as follows:**

If a nursing position is or will be open, the Hospital will post the position electronically 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/department, the FTE number of shifts per payroll period, the shift rotation, and 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 six (6) months post-orientation before transferring to another unit/department. This limitation may be waived when there is mutual agreement between the nurse and nursing leaders.

**MINNESOTA NURSES ASSOCIATION MODIFIED PROPOSAL  
APRIL 29, 2019**

Union Proposal 8 Leave of Absence

Sick Leave Conversion:

Nurses who have accrued over seven hundred and twenty (720) hours will have any additional sick leave hours earned paid out at a ratio of four (4) hours of sick time to one (1) hour of pay. An automatic payout will occur on the first full pay period after June 1<sup>st</sup> of each year, and the nurse's sick leave balance will be reset to seven hundred and twenty (720) hours.

Nurses retiring with 640 or more hours of sick leave accumulation will receive a \$5000 cash payment upon retirement. Provided, however, that nurses whose age plus years of service according to the Twin City Hospital – MNA Pension Plan equals at least 95 shall receive a \$6500 cash payment upon retirement.

Should a nurse retiring have less than six hundred forty (640) hours of accumulated and unused sick leave to her or his credit, or a nurse whose employment has terminated prior to retirement and have unused sick leave to her or his credit, those remaining hours shall be placed in a catastrophic leave bank to be accessed by nurses for paid leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, to care for themselves during a critical illness or to care for their immediate family member suffering a serious health condition.

The catastrophic leave bank shall be jointly administered by the Hospital and the Union, and any criteria for nurses accessing the catastrophic leave bank shall be jointly developed in the appropriate labor management meeting.

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 interpretation of intent if the proposal is withdrawn by the Union.