



## **PACKAGE PROPOSAL**

The Minnesota Nurses Association offers the following package proposal:

The Union will agree to Employer Proposal 2, 10, and 11 as modified below, if the Employer agrees to Union Proposal 1 as modified below.

### **ER 2**

#### **SECTION 3. HOURS**

##### **A. Hours of Work and Overtime:**

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular workday will be eight (8) hours. A nurse required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1½) times her or his regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1½) times her or his regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2) for all overtime in excess of twelve (12) consecutive hours. A worked double shift shall be paid as sixteen (16) hours. Overtime payments shall not be duplicated. Paid sick leave, holiday, and vacation hours shall be considered as hours of work for overtime purposes.

For a nurse who is employed in a position(s) involving two different hourly rates of pay, the overtime rate of pay for on-duty hours in a bargaining unit position shall not be less than one and one-half (1½) times the nurse's regular rate of pay for on-duty hours in the bargaining unit position.

No nurse shall be disciplined for refusal to work overtime.

Except in the case of emergency or when a nurse is called into work while on-call, a nurse may not work more than 120 hours in any pay period, which must include the nurse's regularly scheduled shifts. For purposes of this paragraph, paid vacation days, holidays not worked, sick days, jury duty, bereavement, and on-call hours not worked shall not be counted in determining if a nurse will or has reached the 120 hour limit. Paid workshops, mandatory meetings, orientation, and paid office or special project time will be included. In addition, except in the case of an emergency, a nurse may not sign

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up to work, in a rolling seven (7) consecutive day period, more than three (3) double shifts in this period. **ER Proposal 10**

#### SECTION 16. SCHEDULES AND POSTINGS

##### C. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post on the Hospital's website a period of at least seven (7) calendar 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.

The posting will be updated on all non-holiday weekdays. There will be bargaining unit participation in improving, selecting, and developing new methods for posting positions.

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. Discipline shall not automatically prevent consideration for posted positions for which a nurse is qualified. 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. If no regularly scheduled nurse applies for the position, then the most senior of the casual part-time and per diem nurses shall receive preference before considering applications outside the bargaining unit.

#### **ER Proposal 11**

#### SECTION 16. SCHEDULES AND POSTINGS

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C. 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) calendar 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 paper copy of hospital postings will be available in Human Resources. The hospital paper posting in Human Resources will be updated on all non-holiday weekdays. There will be bargaining unit participation in improving, selecting, and developing new methods for posting positions.

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. Discipline shall not automatically prevent consideration for posted positions for which a nurse is qualified. 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. If no regularly scheduled nurse applies for the position, then the most senior of the casual part-time and per diem nurses shall receive preference before considering applications outside the bargaining unit.

Nurses filling posted positions shall be required to maintain a position on that same unit or "cluster" for six (6) months following the start date on the unit before transferring to another posted position on a different unit. Nurses may request a waiver during the six (6) month period and such requests shall not be unreasonably denied.

## MNA Proposal 1

### 2. EDUCATION DEVELOPMENT

A. Tuition Reimbursement:

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Time: \_\_\_\_\_

The Hospital shall pay nurses with authorized hours of thirty-two (32) or more hours per payroll period minimum reimbursement in the amount of 100% of tuition and required fees and books up to three thousand dollars (\$3,000) per calendar year for degrees in nursing or, alternatively, seventy-five percent (75%) of tuition and required fees and books up to two thousand dollars (\$2,000) per calendar year for educational course work at an accredited institution under the following circumstances:

1. The Vice President of Patient Care Services or designee must approve the proposed course or sequence of studies as having a reasonable relation to the nurse's professional employment.
2. The nurse must sign a certificate that she or he will continue to or return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies. If a nurse fails to continue or return to work for at least one (1) year, the repayment shall be prorated based on the amount of time the nurse continues to work for the Hospital. Nurses who have 20,800 seniority hours or more at the time of termination shall not be required to make any repayment. At the time of layoff, a nurse will continue to be eligible for reimbursement as provided in this Section for courses previously approved and shall not be required to repay the Hospital any reimbursement which would otherwise be required to be repaid.
3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the nurse shall repay the Hospital any reimbursement she or he has been paid hereunder to the extent that she or he does not continue to or make herself or himself available to return to work at the Hospital for at least one (1) year after completion of the course or sequence of studies.
4. Registered Nurse may use tuition reimbursement for student loan forgiveness at 100% of the above tuition reimbursement rate.

E. Required Education Subsequent to Employment:

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Time: \_\_\_\_\_

1. Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement, and with the expenses thereof paid by the Hospital.

Required learning will be in a structured environment that may include such things as four or eight hour competency days, dedicated staff meeting times, presentations, skill labs, or structured time to complete a learning packet. Nurses working

permanent relief or night shifts will continue to receive that respective shift differential for required learning and mandatory meeting hours.

Mandatory meetings and required education will be offered or made accessible to the registered nurse during or adjacent to the nurse's scheduled work shift. Alternate mechanisms such as video tapes, audio tapes, or self-study may be used.

Each mandatory competency or required learning packet distributed to nurses, either by paper or by e-mail, shall specify the amount of paid time that has been approved for completion of the competency or required learning if it cannot be completed during the nurse's scheduled work shift.

2. The Hospital will be accountable to enroll and schedule each nurse for the designated mandatory learning. All nurses will receive an email notifying them of the mandatory education and instructions for accessing required education.

The Hospital will schedule each nurse to a designated time and available computer on their unit or elsewhere that computers are available. The scheduling of time for the education will be as follows (in order of priority)

1. Scheduled within the nurse's work agreement
2. Adjacent to their shift after discussion with manager
3. Scheduled during low need days
4. At the request of the RN may be completed at home with discussion with manager

Compensation for Mandatory Education:

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**Time:** \_\_\_\_\_

1. Education of three hours or greater will be completed within the nurse's work agreement unless the nurse and the nurse manager agree on an alternative schedule.
2. Any educational activity with designated time of less than three hours will be completed within or adjacent to the nurse's work agreement unless the nurse and the nurse manager agree on an alternative schedule.

In the event the staff is pulled from the education to complete patient care (i.e. high census), the staff will be rescheduled prior to the completion deadline for the education.

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