

12:14p m

May 3, 2019

PACKAGE PROPOSAL

U-1. As part of this package, the Employer is agreeable to the following:

<p><i>Revise Minneapolis Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i></p> <p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work. <u>Effective January 1, 2021, nurses working only 12-hour shifts shall not be required to work weekends more than every third weekend (Friday, Saturday, and Sunday).</u> On her/his weekend off, a nurse shall not be required to work from 7:00 am Friday through 7:00 am Monday. 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, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week 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) work weeks.</p>	<p><i>Revise St. Paul Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i></p> <p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. <u>Effective January 1, 2021, nurses working only 12-hour shifts shall not be required to work weekends more than every third weekend with the scheduled weekend to work being defined as Friday, Saturday, and Sunday.</u> If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week 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) work weeks.</p>
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ER-6. The parties agree to the following.

<p>Minneapolis Article 16(c)</p> <p><u>16. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> 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 five (5) 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.</p> <p>In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator 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 first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to</p>	<p>St. Paul Article 14(c)</p> <p><u>14. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> If a nursing position is or will be open, the Hospital will post it on the bulletin board for a period of at least five (5) calendar days before permanently filling the position. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply. The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before positions are posted.</p> <p>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital; preference shall be given to the nurse most senior within the bargaining unit holding a regularly scheduled or casual position. If there are no nurses applying or eligible within the regularly scheduled or casual status, then preference shall be given in seniority order to per diem nurses prior to nurses not currently employed by the Hospital.</p> <p>A nurse will be limited to two transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.</p>
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<p>casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year.</p> <p>Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.</p> <p>A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly-opened unit will not be subject to the foregoing limitation.</p> <p><u>A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.</u></p> <p>The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted. In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed, and as between nurses employed by the Hospital, preference shall be given to the nurse most senior within the bargaining unit.</p>	<p><u>A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.</u></p>
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ER⁵. The parties agree to the following.

Mpls Article 14(d) [pages 48-49]	St Paul Article 12(c) [pages 47-48]
(d) <u>Mandatory Low Need Days</u> If additional reductions are indicated, low	(c) <u>Mandatory Low Need Days</u> 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 year, with the year defined as November 1 through October 31. 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 (d) of this provision shall not exceed three (3) per year for any ~~regularly scheduled part-time~~ nurse.

~~A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.~~

A nurse to be assigned a low need day pursuant to this Part (d) shall be given a minimum of **two (2) hours** advance notice before the beginning of the shift.

A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:

- (1) She/He may request and be granted flex time on an additional nonholiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.
- (2) She/He may have that holiday count

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 year, with the year defined as November 1 through October 31. 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 (c) of this provision shall not exceed three (3) per year for any ~~regularly scheduled part-time~~ nurse.

~~A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.~~

A nurse to be assigned a low-need day pursuant to this Part (c) shall be given a minimum of **two (2) hours** advance notice before the beginning of the shift.

A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:

- (1) She/He may request and be granted flex time on an additional nonholiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend.
- (2) She/He may have that holiday count as two holidays for the purposes of being

<p>as two holidays for the purposes of being scheduled holidays for that year. Casual 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.</p>	<p>scheduled holidays for that year.</p> <p>Casual nurses 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.</p>
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ER-8. The parties agree to the insertion of the following as a new section or article.

Assessment Period. Newly-hired nurses shall be subject to a ninety (90) calendar days assessment period. Any absences of longer than two consecutive weeks in duration are not counted as part of the assessment period, meaning that the assessment period shall automatically be extended by the length of any such absence. During the assessment period, the employment of such nurse may be terminated with or without just cause and such action shall not be subject to the grievance procedure. Assessment periods may be extended for a period of thirty (30) additional calendar days by mutual agreement between the Hospital and the Union.

U-8. The Union withdraws U-8.

4.34 PM

Children's | MNA
2019 Negotiations

May 3, 2019

Employer Language for ER-1

Replace Appendix B with the following. The following shall be Appendix B in its entirety.

APPENDIX B – RECOGNIZED CERTIFICATION PROGRAMS

- (1) Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.
- (2) In addition, for the period of the 6/1/19 through 5/31/22 collective bargaining agreement, the following certifications shall be deemed as recognized certifications even if they are not the ANCC list referenced above.

ENPC	ENPC Instructor
TNCC	TNCC Instructor
NTMC	Certification for Neonatal Infant Massage
CLC	Certified Lactation Counselor
ACLS	ACLS Instructor
APRN	Advance Practice RN
BLS	BLS Instructor
CPS	Child Passenger Safety Tech
ENA	ENA Instructor
HTCP	Healing Touch Practitioner
NRP	NRP Instructor
PALS	PALS Instructor
STABLE-1	STABLE Instructor

- (3) For the June 1, 2019, certification bonus payments, a nurse may qualify for the certification bonus by holding a recognized certification identified in Appendix B of the of the 6/1/16—5/31/19 collective bargaining agreement (even if it does not appear on the ANCC list and is not identified in paragraph (2) above). However, for the June 1, 2020, certification bonus payments, and the certification bonus payments thereafter, the certification must appear on the ANCC list referenced above on the date of the payout or be specifically identified in paragraph (2) above.

- (4) Notwithstanding anything in the collective bargaining agreement that might be interpreted to the contrary, it is understood and agreed that, if a certification disappears from or is removed from the ANCC list, that certification no longer qualifies for the certification bonus (unless and until it might be later added back). Beginning with the June 1, 2020, certification bonus payments, the certification must appear on the ANCC list on the payout date in order to qualify as a recognized certification for which the bonus will be paid (unless the certification is specifically identified in paragraph (2) above).
- (5) Effective June 1, 2019, a nurse may not use educational monies towards obtaining or renewing a certification, unless that certification is on the ANCC list at the time of request and approval, or appears on the list in paragraph (2) above, or is otherwise approved by management.

Children's Minnesota | MNA
2019 Negotiations

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Employer Handout
May 3, 2019

Insert the following language as a new section or article.

Assessment Period. Newly-hired nurses shall be subject to a ninety (90) calendar days assessment period. Any absences of longer than two consecutive weeks in duration are not counted as part of the assessment period, meaning that the assessment period shall automatically be extended by the length of any such absence. During the assessment period, the employment of such nurse may be terminated with or without just cause and such action shall not be subject to the grievance procedure. Assessment periods may be extended for a period of thirty (30) additional calendar days by mutual agreement between the Hospital and the Union.

4:36 p m

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2019 Negotiations

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May 3, 2019

<p>Minneapolis Article 16(c)</p> <p><u>16. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> 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 five (5) 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.</p> <p>In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator 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 first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous calendar year. To qualify for this benefit, a casual nurse needs to have been in the</p>	<p>St. Paul Article 14(c)</p> <p><u>14. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> If a nursing position is or will be open, the Hospital will post it on the bulletin board for a period of at least five (5) calendar days before permanently filling the position. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply. The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before positions are posted.</p> <p>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital; preference shall be given to the nurse most senior within the bargaining unit holding a regularly scheduled or casual position. If there are no nurses applying or eligible within the regularly scheduled or casual status, then preference shall be given in seniority order to per diem nurses prior to nurses not currently employed by the Hospital.</p> <p>A nurse will be limited to two transfers to</p>
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casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year.

Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.

~~A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.

The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted. In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed, and as between nurses employed by the Hospital, preference shall be given to the nurse most senior within the bargaining unit.

~~two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of one year, unless the Hospital determines to waive this limitation or disqualification.

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CPS	Child Passenger Safety Tech
ENA	ENA Instructor
HTCP	Healing Touch Practitioner
NRP	NRP Instructor
PALS	PALS Instructor
STABLE-1	STABLE Instructor

VA-BC Certification is on current ANCC Magnet list.
HNB-BC is on current ANCC Magnet list.

4:34 PM

May 3, 2019

**** Updated **** Employer Language for ER-1

Replace Appendix B with the following. The following shall be Appendix B in its entirety.

APPENDIX B – RECOGNIZED CERTIFICATION PROGRAMS

- (1) Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.
- (2) In addition, for the period of the 6/1/19 through 5/31/22 collective bargaining agreement, the following certifications shall be deemed as recognized certifications even if they are not the ANCC list referenced above.

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CPS	Child Passenger Safety Tech
ENA	ENA Instructor
HTCP	Healing Touch Practitioner
NRP	NRP Instructor
PALS	PALS Instructor
STABLE-1	STABLE Instructor
	Neonatal Developmental Care Specialist Designation

- (3) For the June 1, 2019, certification bonus payments, a nurse may qualify for the certification bonus by holding a recognized certification identified in Appendix B of the of the 6/1/16—5/31/19 collective bargaining agreement (even if it does not appear on the ANCC list and is not identified in paragraph (2) above). However, for the June 1, 2020, certification bonus payments, and the certification bonus payments thereafter, the certification must appear on

the ANCC list referenced above on the date of the payout or be specifically identified in paragraph (2) above.

- (4) Notwithstanding anything in the collective bargaining agreement that might be interpreted to the contrary, it is understood and agreed that, if a certification disappears from or is removed from the ANCC list, that certification no longer qualifies for the certification bonus (unless and until it might be later added back). Beginning with the June 1, 2020, certification bonus payments, the certification must appear on the ANCC list on the payout date in order to qualify as a recognized certification for which the bonus will be paid (unless the certification is specifically identified in paragraph (2) above).
- (5) Effective June 1, 2019, a nurse may not use educational monies towards obtaining or renewing a certification, unless that certification is on the ANCC list at the time of request and approval, or appears on the list in paragraph (2) above, or is otherwise approved by management.

Children's | MNA
2019 Negotiations

9:45 pm
5/3/19

May 3, 2019

- A -- Package proposal involving U-1 (every third weekend for 12- hour nurses), ER-6 (assessment period), and ER-8 (transfers).
- B -- ER-1 (recognized certifications).
- C -- Package proposal involving U-3 (vacation slots), ER-3 (maximum flex time balance), ER-8 (low need days), and ER-4 (summer deferral bonus).
- D -- Comments regarding U-10 (workplace violence prevention) and future discussions.

9:45 PM

May 3, 2019

** Updated and Revised ** Employer Language for ER-1

Replace Appendix B with the following. The following shall be Appendix B in its entirety.

APPENDIX B – RECOGNIZED CERTIFICATION PROGRAMS

- (1) Effective June 1, 2019, the recognized certifications are those certifications that appear on the American Nurses Credentialing Center (ANCC) list of accepted certifications that Magnet-recognized hospitals may report in the Demographic Data Collection Tool (DDCT), as that list may be revised from time to time.
- (2) In addition, for the period of the 6/1/19 through 5/31/22 collective bargaining agreement, the following certifications shall be deemed as recognized certifications even if they are not the ANCC list referenced above.

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ENA	ENA Instructor
HTCP	Healing Touch Practitioner
NRP	NRP Instructor
PALS	PALS Instructor
STABLE-1	STABLE Instructor
	Neonatal Developmental Care Specialist Designation

- (3) For the June 1, 2019, certification bonus payments, a nurse may qualify for the certification bonus by holding a recognized certification identified in Appendix B of the of the 6/1/16—5/31/19 collective bargaining agreement (even if it does not appear on the ANCC list and is not identified in paragraph (2) above). However, for the June 1, 2020, certification bonus payments, and the certification bonus payments thereafter, the certification must appear on the ANCC list referenced above on the date of the payout or be specifically identified in paragraph (2) above.

Children's Minnesota | MNA
2019 Negotiations

May 3, 2019

9:45pm

U-3. Keep the existing language in the body of the contracts the same. The parties would agree to the following in a new Letter of Understanding.

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) shall be effective from June 1, 2019, through May 31, 2022.

Children's Minnesota and Minnesota Nurses Association hereby agree as follows.

The parties have a mutual interest in making sure that nurses are able to use flex time that is earned. Children's Minnesota and Minnesota Nurses Association are therefore committed to developing and validating a methodology for determining the ideal number of nurses that can be approved for time off while maintaining the ability to appropriately staff the patient care units.

On an annual basis, the parties will discuss in System Labor Management Committee meetings the allocation of vacation slots for the upcoming year. This will occur prior to the bid period that includes vacation time for the upcoming summer.

As part of addressing the allocation of vacation slots for the upcoming year, the parties will review and consider (a) the prior utilization of vacation slots on that patient care unit in a manner that takes into account patterns and seasonality, (b) the amount of flex time accrued by the nurses on the unit during the year, (c) banked flex time hours for the nurses on that patient care unit, and (d) the hours of operation and staffing plan for the patient care unit.

This LOU shall expire at the end of the day on May 31, 2022.

ER-3. The parties would agree to the following. (This has been revised.)

Minneapolis Article 9(a)(3) [page 35]	St. Paul Article 8(a)(3) [page 36]
<i>Delete the following sentence from Article 9(a)(3) with the rest of Article 9(a)(3) remaining the same.</i>	<i>Delete the following sentence from Article 8(a)(3) with the rest of Article 8(a)(3) remaining the same.</i>
There is no maximum balance.	There is no maximum balance.

New Minneapolis Article 9(a)(4) [page 35].

New St. Paul Article 8(a)(4) [page 36].

In the Minneapolis contract, *add a new Article 9(a)(4) as follows. (This replaces the current Article 9(a)(4), which is the subject of ER-4.)*

In the St. Paul contract, *add a new Article 8(a)(4) as follows. This replaces the current Article 8(a)(4), which is the subject of ER-4.)*

There shall be a maximum Flex Time Balance as follows:

<u>Effective Date</u>	<u>Maximum Flex Time Balance at Any Given Time</u>
<u>Effective 6/1/20</u>	<u>540 Hours</u>
<u>Effective 6/1/21</u>	<u>320 Hours</u>

In the column labelled "Maximum Flex Time Balance at Any Given Time," this number represents the maximum amount of accrued Flex Time that any nurse may have in their Flex Time bank or account at any given time. For example, effective 6/1/20, once a nurse has 540 hours in the nurse's Flex Time bank or account, that nurse may not accrue any additional Flex Time until the nurse reduces his or her Flex Time balance below 540 hours. At that point the nurse will begin to accrue additional Flex Time until the nurse again reaches the maximum balance. As specified in the table, the maximum balance changes to the number in the right hand column effective on the date identified in the left hand column.

ER-8. The parties agree to the following.

Mpls Article 14(d) [pages 48-49]	St Paul Article 12(c) [pages 47-48]
<p>(d) <u>Mandatory Low Need Days</u></p> <p>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.</p> <p>No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per year, with the year defined as November 1 through October 31. 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</p>	<p>(c) <u>Mandatory Low Need Days</u></p> <p>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.</p> <p>No regularly scheduled part-time nurse shall be required by the Hospital to take more than three (3) low need days per year, with the year defined as November 1 through October 31. 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</p>

<p>may be assigned the low need day. In any case, the total of low need days under Part (d) of this provision shall not exceed three (3) per year for any regularly scheduled part-time nurse.</p> <p>A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.</p> <p>A nurse to be assigned a low need day pursuant to this Part (d) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.</p> <p>A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:</p> <ol style="list-style-type: none"> (1) She/He may request and be granted flex time on an additional nonholiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend. (2) She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year. Casual 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. 	<p>total of low need days under Part (c) of this provision shall not exceed three (3) per year for any regularly scheduled part-time nurse.</p> <p>A part-time nurse with a confirmed work agreement of .75 FTE or more shall be considered as a full-time nurse for purposes of this Section and shall not be assigned low need days. Nurses with 41,600 or more hours of seniority will not be subject to mandatory low need days.</p> <p>A nurse to be assigned a low-need day pursuant to this Part (c) shall be given a minimum of two (2) hours advance notice before the beginning of the shift.</p> <p>A nurse who receives a mandatory low need day on a holiday will have the choice of the following options:</p> <ol style="list-style-type: none"> (1) She/He may request and be granted flex time on an additional nonholiday weekend during the year. This request shall be granted separately from the vacation requests for that particular weekend. (2) She/He may have that holiday count as two holidays for the purposes of being scheduled holidays for that year. <p>Casual nurses 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.</p>
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The Employer would withdraw ER-4 regarding summer deferral bonus as part of this package.

Children's Minnesota | MNA
2019 Negotiations

9:45pm

Employer Handout
May 3, 2019

U-1. As part of this package, the Employer is agreeable to the following:

<p><i>Revise Minneapolis Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i></p> <p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. For those nurses regularly scheduled to work weekends, Friday shifts shall be defined as part of the scheduled weekend to work. <u>Effective January 1, 2021, nurses working only 12-hour shifts shall not be required to work weekends more than every third weekend (Friday, Saturday, and Sunday).</u> On her/his weekend off, a nurse shall not be required to work from 7:00 am Friday through 7:00 am Monday. 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, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week 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) work weeks.</p>	<p><i>Revise St. Paul Article 3(c)(1) as follows with the rest of Article 3(c) remaining the same.</i></p> <p>(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. <u>Effective January 1, 2021, nurses working only 12-hour shifts shall not be required to work weekends more than every third weekend with the scheduled weekend to work being defined as Friday, Saturday, and Sunday.</u> If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week 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) work weeks.</p>
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Insert the following language as a new section or article.

Assessment Period. Newly-hired nurses shall be subject to a ninety (90) calendar days assessment period. Any absences of longer than two consecutive weeks in duration are not counted as part of the assessment period, meaning that the

assessment period shall automatically be extended by the length of any such absence
During the assessment period, the employment of such nurse may be terminated with
or without just cause and such action shall not be subject to the grievance procedure.
Assessment periods may be extended for a period of thirty (30) additional calendar
days by mutual agreement between the Hospital and the Union.

Modify these sections as follows:

<p>Minneapolis Article 16(c)</p> <p><u>16. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> 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 five (5) 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.</p> <p>In filling any such bargaining unit position, other than an Assistant Nurse Manager and/or Clinical Educator 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 first be given to the most senior regularly scheduled nurse within the bargaining unit. Preference shall then be given in seniority order to any casual nurse who has worked greater than four hundred sixteen (416) hours as a casual nurse in the previous</p>	<p>St. Paul Article 14(c)</p> <p><u>14. SCHEDULES AND POSTING</u></p> <p><u>(c) Posting and Filling of Positions</u> If a nursing position is or will be open, the Hospital will post it on the bulletin board for a period of at least five (5) calendar days before permanently filling the position. Said notice shall include a listing of the position, requirements, the shift, the unit involved, the number of shifts per payroll period, and the person to whom to apply. The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before positions are posted.</p> <p>In filling any position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed and as between nurses employed by the Hospital; preference shall be given to the nurse most senior within the bargaining unit holding a regularly scheduled or casual position. If there are no nurses applying or eligible within the regularly scheduled or casual status, then preference shall be given in seniority order to per diem nurses prior to nurses not currently employed by the Hospital.</p>
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calendar year. To qualify for this benefit, a casual nurse needs to have been in the casual status for a minimum of one (1) full calendar year. Should there be no nurses in the previous two categories, preference shall then be given in seniority order to casual nurses who have worked less than four hundred sixteen (416) hours in the previous calendar year.

Should there be no nurses in this last category, preference shall then be given in seniority order to per diem nurses.

~~A nurse will be limited to two (2) transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of **one year**, unless the Hospital determines to waive this limitation or disqualification.

The Association will have input into the qualifications for any Assistant Nurse Manager and any Clinical Educator positions, before such positions are posted. In filling any Assistant Nurse Manager and/or Clinical Educator position, the primary consideration shall be the qualifications to perform the duties of the position. When the qualifications of two (2) or more nurses are equal, preference shall be given to a nurse employed by the Hospital over nurses not currently employed, and as between nurses employed by the Hospital, preference shall be given to the nurse most senior within the bargaining unit.

~~A nurse will be limited to two transfers to two (2) different units in two (2) years, unless the nurse and the manager mutually agree to a different timeframe. Any transfer to a newly opened unit will not be subject to the foregoing limitation.~~

A nurse is not eligible or qualified to apply for a position on a different unit until the nurse has been working on the nurse's current unit for a period of **one year**, unless the Hospital determines to waive this limitation or disqualification.