

Minnesota Nurses Association and Methodist Hospital Negotiations
May 6, 2019
Counter Proposals

Hospital #4 Vacation Limits May to September
Union #7 Vacation Scheduling

D. Vacation Scheduling

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

Packaged with the agreement to employer # 4 as modified

No individual nurse maybe granted more than eighty (80) vacation hours during the six (6) week schedule blocks that include Memorial Day and 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 by seniority during the period defined above. Vacation scheduling shall be reviewed quarterly by the Staffing Advisory Committee.

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LETTER OF UNDERSTANDING

Designated Resource Nurse

During the negotiations for the ~~2007-2010~~ 2019-2022 contract between Methodist Hospital and the Minnesota Nurses Association, the following agreements were reached regarding Designated Resource Nurses:

~~As soon as practicable after June 1, 2007,~~ The Hospital will ~~add at~~ commit to 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 utilized as an additional resource to augment the provision of patient care ~~used and would be in addition to authorized FTEs.~~ The Designated Resource Nurse ~~is above 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 to interrupt orientation/keep preceptors and orientees whole/together.

Starting no later than thirty 30 days following ratification of the 2019-2022 CBA and for twelve months thereafter, the Hospital and the Union agree to use Labor Management Committee process to gather and analyze data on DRN utilization. Starting no later thirty (30) days after this 12 month DRN review period LMC will then use data to make recommendations to implement the DRN plan designed to fully utilize allotted DRN support and patients and staff.

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Modified Proposals

Weekend Bonus Application

The following reflects the agreements between MNA and regarding the application of Contract Section 3 D, "Weekend Bonus":

1. A nurse works her or his usual weekend schedule and also works an additional weekend shift, either on her or his scheduled weekend off or on her or his scheduled weekend to work. The bonus is paid in either instance.
2. A nurse works a double shift on one of her or his scheduled weekend shifts and is given the other scheduled weekend shift on the same weekend off. The bonus is not paid.
3. A nurse works a double shift on one of her or his scheduled weekend shifts and is given a scheduled weekday shift (7:00 a.m. Monday to 3:00 p.m. Friday) off. The bonus is paid.
4. A nurse works a double shift on a scheduled weekend shift and is given a voluntary or mandatory low-need shift on another scheduled shift that weekend. The bonus is paid.
5. A nurse takes a vacation day(s) on her or his scheduled weekend shift to work and works a shift on her or his scheduled weekend off. The bonus is paid.
- 6.. A nurse works an extra shift on her or his scheduled weekend to work and is ill on the other scheduled shift of that weekend. The bonus is not paid.
7. A nurse works an extra weekend shift on her or his weekend off and is ill on one or more of her or his scheduled weekend shifts. The bonus is paid.
8. Two nurses voluntarily trade a weekend shift(s), weekend for weekend, and then one or both work an extra weekend shift. The bonus is paid for the extra shift worked on either weekend.
9. A nurse gives a scheduled weekend shift to another nurse and takes a vacation day on the day given away. She or he then works an unscheduled weekend shift on her or his scheduled weekend off. The bonus is paid.
10. One nurse trades a scheduled weekend shift for the weekday shift of another nurse. A bonus is not paid to the nurse working the extra weekend shift. Neither is it paid to the nurse who traded the weekend shift away if she or he picks up an extra unscheduled weekend shift.
11. Weekend exempt nurses shall be eligible for the weekend bonus
12. Other scenarios will be reviewed by the Staffing Advisory Committee as they arise.

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Package Proposal

Union Proposal #14 Paid Chair Time
Employer Proposal #9

Union Proposal 14

Section 27. ASSOCIATION COMMUNICATION/CHAIRPERSON

Subsection C.

Chairperson Paid Time for Bargaining Unit Responsibilities:

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

**Packaged with
Hospital Proposal 9 as modified**

23. NEW HIRE ORIENTATION:

- A. The Hospital and the Association agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred registered nurse will enhance the quality of patient care. There shall be an orientation program provided which shall be specified in writing and individualized based on the nurse's needs assessment, experience, and unit-specific competencies and position requirements. To that end, the following shall apply:
1. Length of orientation shall be based on the nurse's experience and specific competencies.
 2. Whenever feasible, orientation shall be conducted by the same ~~Clinical Resource Mentor (CRM)(s) preceptor.~~
 3. Whenever feasible, the orientee will work the same schedule as the ~~CRM preceptor~~ in order to provide continuity of orientation.

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4. Determination of how an orientee's and ~~CRM's~~ preceptor patient care assignment is counted toward staffing needs of a unit shall be based on the orientee's demonstration of specified competencies, orientation checklist, and the ~~CRM's~~ preceptor assessment and plan.
5. A nurse shall not be placed in any charge nurse position until the nurse has demonstrated the competencies which have been specified for that charge nurse position.
6. If serious performance concerns are raised about a new nurse in orientation, that nurse may be referred to ~~the Methodist Hospital's Simulation Center Performance Development Resources (PDR)~~ for an assessment of his/her clinical abilities. Should such assessment raise alarming concerns, a meeting will be held between representatives of MNA, Human Resources, the nurse, and the nurse's ~~leadermanager~~ in order to develop an individualized plan with specific dates and goals. The plan must include regular and timely feedback between the nurse, the ~~Clinical Resource Mentor~~, preceptor and Nurse LeaderManager and milestones to achieve each week. The nurse should be re-assessed ~~by PDR~~ after six (6) weeks.

If, at any time during ~~in that the first~~ six (6) week periods, the nurse is not meeting orientation milestones or if it appears the nurse is not able to be successful, the nurse, Nurse LeaderManager, Human Resources, and MNA will meet to discuss options. Such options may include transfer to another unit or to a clinic position, ~~or~~ resignation or termination. This termination would not be subject to the just cause or grievance provisions of the contract.
7. After completing orientation, a new nurse will be assigned an experienced RN for support for an additional period of two (2) months.
8. New graduate Registered Nurses who are hired into critical care positions will receive an initial orientation on a Med/Surg nursing unit prior to orientation on the critical care unit.

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Minnesota Nurses Association and Methodist Hospital Negotiations
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Package Proposal

Union Proposal #14 Staff Access
Employer Proposal 3f Association Security

Union Proposal 14

Section 27. ASSOCIATION COMMUNICATION/CHAIRPERSON

New Subsection E.

Union Staff Representatives

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

Packaged With

Article 33 Section A ASSOCIATION SECURITY:

Payroll Dues Deduction:

As modified

From June 1, 2019 through May 31, 2025 The Hospital agrees to deduct payments required by this Section 35 from the salary of each nurse who has executed the dues and fees authorization card which has been agreed upon by the Hospital and the Minnesota Nurses Association. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Hospital obligation to continue to deduct Union dues and service fees, as provided for above, shall end as of June 1, 2025 unless the Association and the Hospital mutually agree in writing to continue the current collective bargaining agreement that date or unless a successor agreement is reached. The Association will hold the Hospital harmless from any dispute with a nurse concerning deductions made.

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Minnesota Nurses Association and Methodist Hospital Negotiations
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Proposal

Union Proposal 6
Section 8. HOLIDAYS
Subsection(s)

A. Holiday Pay:

Full-Time Nurses:

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

Part-Time Nurses:

A part-time nurse who works on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, or the nurse's birthday will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for each hour worked on the holiday, regardless of the shift starting time. Holiday pay will be paid for any hours worked on the holiday.

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

B. Holiday Scheduling:

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

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

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Incentive for Additional Holidays:

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

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

C. Christmas and New Year's Holidays:

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

Full-Time Nurses:

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

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

Part-Time Nurses:

Part-time nurses who work on Christmas Eve/Day will receive double (2 times) pay plus holiday pay for all hours worked during this thirty-two (32) hour period. Holiday pay will be paid for any hours worked on the holiday.

Part-time nurses who work on New Years Eve/Day will receive time and one-half (1½) pay plus holiday pay during this thirty-two (32) hour period. Holiday pay will be paid for any hours worked on the holiday.

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

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

Full-Time Nurses:

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

Part-Time Nurses:

If a part-time nurse works on any of the other holidays specified in this Agreement, she or he will be paid, in addition to the regular rate of pay for the hours worked, one (1) hour of straight time pay for the holiday for each hour worked on the holiday. Holiday pay will be paid for any hours worked on the holiday. \

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The Hospital and the 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 environments for patient's visitors and staff. In order to ensure the professional longevity and continued health of staff who work in area where violence may occur., the Hospital and the Association are committed to working together to prevent and respond to incidences of violence.

The Hospital will ~~communicate~~ provide annual education and in order to reinforce its obligation and commitment to the Hospital's Violence Free Policy and expectations to its own policies, to its staff, patients and visitors.

The Hospital will continue to evaluate the appropriate use of technologies, visual cues and other reasonable means for altering staff that patient's family member or visitors has a history of violence on the Hospitals 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 work place violence including but limited to filling out concerns for safe staffing forms, best reporting forms, OSHA 300 forms and to contact the Employee Occupational Health and Safety Department following any incidences of workplace violence. Employee Occupational Health and Safety will notify the nurse's direct care manager or director to ensure proper documentation of the incidence of work place violence has been documented and follow up notification and protections have been implemented. Employee Occupational Health and Safety will facilitate support and resources for the affected employee(s) such as Employee Health Clinic, Employee Assistance Program, and stress management resources.

A nurse who has experienced workplace violence will be given the opportunities to be free from duty without loss of pay for the remainder of the shift. If additional time away is needed the Employee Occupations Health and Safety Department will explore options with the nurse via program resources and offerings available such as a nurse may request up to but is not limited to 72 hours of paid administrative leave (retroactive to date of incident) and assistance with workers compensation process.

A nurse who has experienced violence that was committed by a patient or that patient's family or visitor shall not be required to assume the assignment of that patient on future date without the nurses consent of the nurse ~~unless the nurse's care is vital ensuring the patient need for care is met.~~

Following the report of a violent event a documented debrief will take place as appropriate includes staff involved and other members of a typical debrief team. This debrief should take place within 72 hours of the event. The intent of the debrief is to create a safe space for staff to discuss the event, decompress from the traumatic events, and no discipline shall result from these debriefs.

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Reported incidences of violence will be reviewed monthly ~~regularly~~ by the Labor Management Committee or its delegate. The Labor Management Committee will review and create standards by analyzing trends, the effectiveness of preventive initiatives, resources for nurses who have experienced work place violence, evaluate current and future the support structure for nurses, and through mutual agreement in the Labor-Management Committee, make recommendations for change.

The committee will also review the work of the Workplace Violence Steering Committee for further insight or information that may need to be shared with nurses.

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Package Proposal

Union Drops

1. Union Proposals the remainder of Union # 1
2. Union Drops Differential portion of the WSP proposal found in Union #3 Section 3. HOURS New K.
3. Union proposal #3 Subsection B Breaks and Subsection M Floating
4. Union Proposal #9 Low Need and Lay off and Union #10 Schedule and Postings Subsection B
5. Union proposal 15 Insurance Benefits.

Union Accepts Employers Proposal 1C, 1F, and 3E

Employer drops Employer proposal #11 Open Enrollment

Since there was no response on the drop counter of our request to drop Union proposal 10 Subsection D with agreement the Employer drop Employer proposal 6. The Union agree to the counteroffer #4 made at 10:20 with the modification offered at 2:48.

Union 10D (Extended Shift Cancel Notice)

Subsection D.

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

14E Mandatory

Hospital 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 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 ~~four (4)~~ two (2) hours advance notice before the beginning of the shift.

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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.

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