

Minnesota Nurses Association and Methodist Hospital Negotiations  
May 6, 2019  
Tentative Agreement

Effective Date: June 1, 2019  
End Date: Ongoing

During the course of negotiations for 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 Schedule Program be discontinued, the parties will meet to review and discuss the status of the Alternative Weekend Schedules Plan in the LOU.

A. 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.

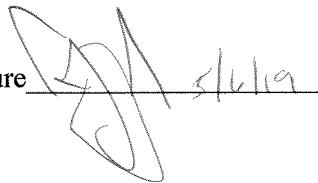
7. The basic workweek for nurses on the alternative weekend program shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a nurse will be credited with thirty-two (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.

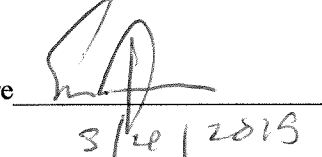
Methodist Hospital

Signature



Minnesota Nurses Association

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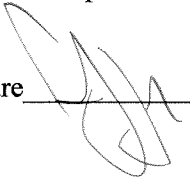
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Packaged Drop

Hospital agrees to drop Hospital proposals #7 and #5 and The Union agrees to drop Union proposals #17 and #19

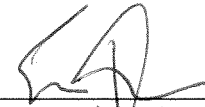
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Article 4D

Recognition of ~~LPN or Other~~ Non-RN Experience:

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

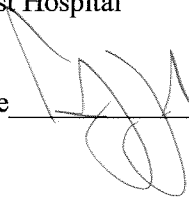
Article 21 A/5

Staffing and Scheduling

~~Units that have Licensed Practical Nurses (LPN) will ensure that the LPN is paired or partnered with a Registered Nurse. RN/LPN assignments will be made with due consideration for patient care needs and staff competency. The team designated to review staffing grids will be also review and reach consensus regarding LPN/RN pairing and partnering. The same team that will be authorized to review and reach consensus regarding charge nurse assignments. If consensus cannot be reached, the issue will be referred to the Chief Nursing Officer (CNO)~~

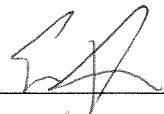
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Minnesota Nurses Association  
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Union Drops

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

Packaged

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.

**Hospital Proposal 6**

14E Mandatory

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.

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.

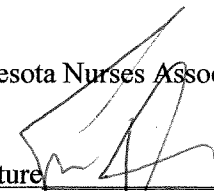
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4. Holidays:  
A. Holiday

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.

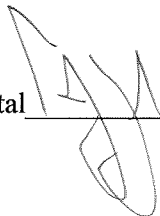
Part-Time Nurses:

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 Holiday shift worked is defined as a shift in which greater than 50% of the hours are worked within the Holiday window. (Example: a nurse not scheduled to work the Thanksgiving Holiday who works 7p.m. Thursday to 7 a.m. Friday would be paid holiday pay from 7p.m to 11p.m. but would not be credited with working Thanksgiving holiday.)

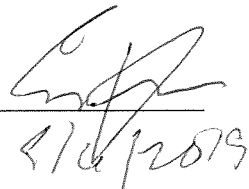
A regularly scheduled part-time nurse, as defined in Section 39 of this Agreement, shall be provided with two (2) personal floating holidays each Contract year at a time mutually agreed upon between each individual nurse and the Hospital.

Packaged with Union Drops U-3 (L) change in block scheduling from .8-.7 FTE

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Hospital 8 Limits of transfers within one year  
Union #4 Preceptor Pay

Article 4(H)  
Add the following language

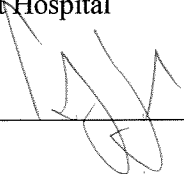
A nurse is who assigned to work as a charge nurse and also to precept a new charge nurse will be eligible for both the charge and preceptor differentials. A nurse who at the hospital's request agree to fill in for a preceptor shall be eligible for the preceptor differential for all hours worked in which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

Article 16 (E) Amended as follows

If a nursing position is or will be open, the Hospital will post the position electronically on the bulletin board for a period of at least 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 required qualifications for the position 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 where there is mutual agreement between the nurse and nursing leaders.


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