



MNA Mercy Proposals – Local Proposals

Union Proposal #1

ARTICLE 3 - HOURS

The Union will withdraw Mercy Proposal #1

Union Proposal #2

ARTICLE 3, SECTION C - HOURS

8. Nurses may give away up to ~~five~~^{three} (5~~3~~) shifts per calendar year without use of benefit time.
 - a. The nurse must find a non-overtime, non-bonus RN replacement, not including pickup of shifts by per diem.
 - b. Extra shifts worked in excess of regularly scheduled hours may be applied instead of utilizing benefit hours to complete the appropriate number of paid hours in the pay period.
 - c. Extra shifts may occur between adjacent pay periods.
 - d. Extra shifts may not be overtime.

Union Proposal #3

ARTICLE 3 - HOURS

- D. Start Times: The number of unit start times currently in place shall not be changed and/or increased unless the proposed new start time has met criteria established and approved by the designated labor management committee. Both parties must mutually agree to the new start time prior to its implementation on the unit. The development of a new start time shall not negatively impact any other nurse. Nurses shall be scheduled start times by seniority.

Union Proposal #4

ARTICLE 4 - SALARY

The Union will withdraw Mercy Proposal #4

Union Proposal #5

ARTICLE 6 – PART TIME NURSES

E. Casual Part-Time: There shall be established and maintained within each Hospital, a pool of casual part-time nurses employed by the Hospital to be utilized to supplement the full and regularly scheduled part-time staff. A casual part-time nurse shall be called or scheduled to work in a manner mutually agreeable between the nurse and the Hospital. A casual part-time nurse is not assured the availability of work on a regular continuing basis. A casual part-time nurse is not obligated to report to duty each time she or he is requested to work. Casual part-time nurses ~~may~~ shall be assigned a single station unit ~~and/or~~ may be utilized to float to their companion unit.~~among station units.~~

1. Regular Casual: To maintain casual part-time status, the following shall apply:
 - a. Regular casual Registered Nurses will be required to work two (2) shifts per four- (4) week schedule, one of which would need to be a weekend shift and one of which would need to be an evening or night shift, as long as there are open shifts. Nurses will only be required to pick up open shifts on their home unit.
 - b. For all regular casual Registered Nurses, working an evening or night shift on a weekend satisfies both the shift and weekend requirement for one (1) open shift.
 - c. Variation on the above requirement for units not operating 24/7 would be determined by mutual agreement at the Staffing Advisory Committee.
 - ~~e.~~ d. Mandatory education days shall satisfy shall count as hours worked toward a required shift.
 - ~~d.~~ e. Failure to work the required open shifts will result in the initiation of progressive discipline.
 - ~~e.~~ f. Shifts picked up for regularly scheduled RNs will count towards the requirement.

Union Proposal #6

ARTICLE 10, SECTION E - VACATION SCHEDULING

See also: Vacation Process (Action Plan 2004)

The primary factor governing the scheduling of earned vacation shall be availability of RN staff to provide patient care on each nursing unit. If two or more nurses on a station unit request concurrent vacation times and staffing for patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the nurses involved, the vacation shall be given to the nurse making the earlier request for such vacation. In the case of simultaneous requests, the nurse on a station unit having greater length of employment in the Hospital as defined in Section 15, “Temporary Staffing Adjustments, Low-Need Days, and Layoff,” shall be given preference. Where a Hospital utilizes an annual defined vacation sign-up period, all requests submitted during such period shall be considered as simultaneous requests.

Consistent with the foregoing, the Hospital may maintain and reasonably enforce a non-discriminatory policy specifying the way in which requests for the same or overlapping periods of vacation time shall be given consideration.

No other qualifications on the scheduling of vacations shall be applied except as set out in this Agreement or as required by unavoidable situations in which granting of requested vacation time would have the effect of depriving patients of needed nursing service.

If a nurse who has scheduled vacation approved terminates their employment prior to those scheduled dates, those targets shall be returned to the unit for use.

Union Proposal #7

ARTICLE 11 SICK LEAVE

The Union will withdraw Mercy Proposal #7

Union Proposal #8

ARTICLE 11 – SICK LEAVE

The Union will withdraw Mercy Proposal #8

Union Proposal #9

ARTICLE 13 – HEALTH PROGRAM

The Union will withdraw Mercy Proposal #9

Union Proposal #10

ARTICLE 14 – LEAVE OF ABSENCE

The Union will withdraw Mercy Proposal #10

Union Proposal #11

ARTICLE 15 - TEMPORARY STAFFING ADJUSTMENTS, LOW-NEED DAYS, AND LAYOFF

- D. Mandatory Low-Need Days: If additional reductions are indicated, low-need days shall be taken by the least senior regularly scheduled nurse scheduled for the particular unit and shift where the reduction is necessary.
 - A. No regularly scheduled nurse shall be required by the Hospital to take more than three (3) low-need days per Contract year. If the least senior nurse on a particular unit and shift has been assigned three (3) low-need days, the next least senior 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 Contract year for

any regularly scheduled nurse. 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. Nurses working eight (8) hours shifts shall not be mandated more than once per shift. Nurses working twelve (12) hour shifts shall not be mandated more than twice per shift.

Union Proposal #12

Posting of Work Schedules: Time schedules shall be posted ~~fourteen~~twenty-eight (28~~14~~) calendar days in advance of the nurse's scheduled work. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

Union Proposal #13

ARTICLE 17 - SCHEDULES AND POSTING

The Union will withdraw Mercy Proposal #13

Union Proposal #14

19. PROMOTIONS, TRANSFERS, AND NEW POSITIONS

E. New or Expanded Unit Nurse Position: Any new or expanded position or role that would require a bargaining unit nurse shall be awarded to nurses who are reasonably qualified by seniority.

Union Proposal #15

ARTICLE 21 - PROFESSIONAL NURSING PRACTICE

A. Non-Nursing Functions: ~~The Hospital will make reasonable and continuing efforts to minimize the need for bargaining unit nurses to~~Nurses will not perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, or the transport of supplies or stable patients.

Union Proposal #16

ARTICLE 21 - PROFESSIONAL NURSING PRACTICE

MNA refers Allina Health to Union ML Proposal #35

Union Proposal #17

The Union will withdraw Mercy Proposal #17

Union Proposal #20

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

Minnesota Nurses Association

SUBJECT: RNs working as interim Patient Care Supervisor

During the term of the agreement between the parties, the Minnesota Nurses Association and Mercy Hospital have entered into the following understanding to address MNA RNs that work in an interim capacity as a Patient Care Supervisor (PCS).

1. If a staff nurse fills the role of an interim Patient Care Supervisor, the interim Patient Care Supervisor will focus on the operational aspects related to education and clinical operations. In addition, a staff nurse working in the interim capacity will not participate in any of the performance management components of the job. The Patient Care Manager would continue to maintain full responsibility for this work.
2. If the interim assignment is for three months or less, a lump sum bonus of 3% of the hours worked as a Patient Care Supervisor will be paid at the end of their assignment.
3. If the interim assignment is for greater than three months, a lump sum bonus of 5% of the hours worked as a patient Care Supervisor will be paid on the pay period-by-pay period basis after a three-month period as elapsed and until the end of their interim assignment.
4. For any pay period in which the bonus is not paid following the eligible period, the Association will agree that the nurse will not be eligible for a supplemental check.
5. A nurse will not remain in an interim Patient Care Supervisor role for longer than six (6) months. ~~If a nurse chooses to remain in the PCS role, they will be eligible for up to two years from the date of the time that they assumed a permanent position as a PCS to return to an open and available position and be credited with all MNA benefits and seniority accrued from the date prior to assuming the permanent PCS position.~~
6. Interim Patient Care Supervisors will not be eligible for any hours/shifts of a staff nurse.
- 7 The parties agree to the incorporate this LOU into the collective bargaining agreement when a successor agreement is negotiated.