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MINNESOTA NURSES ASSOCIATION ON BEHALF OF ALL BARGAINING UNIT EMPLOYEES FROM METHODIST HOSPITAL

TENTATIVE CONTRACT AGREEMENT

NOTICE OF CONTRACT VOTE WEDNESDAY JUNE 26, 2019 HVC AUDITORIUM 6:30 a.m. to 7:00 p.m.

Your elected MNA negotiations committee is presenting this tentative agreement with the recommendation that members vote "Yes."

Although we were not able to achieve everything that we hoped to in these negations, we believe we made great strides in improving our contract and that this offer addresses some key issues, including:

- ✓ The largest across the board wage since 2007 negotiations with an increase for all MNA nurses of 3% paid effective the pay period closest to June 1, 2019; 3% in 2020; and 2.25% in 2021.
- New Designated Resource Nurse Language with commitment from the Hospital to fully utilize this resource.
- ✓ New Workplace Violence Prevention language, including providing nurses who are assaulted at work up to three consecutive days off with pay.
- ✓ Nurses will be paid for all hours worked on the Holiday.
- ✓ Nurses will receive preceptor pay even if the nurse has not been trained as preceptor.
- ✓ Charge nurses will receive preceptor and charge pay to train other nurses to charge.
- ✓ Nurses who have vacation denied can replace themselves with up to 12 hours of overtime per schedule in four (4) hour blocks.
- Nurses working overtime that extends their shift, and if required, will now be called one
 (1) hour before the start of their shift.
- ✓ You will now have orthodontia coverage.

We fought hard to make other improvements to our contract, proposing things like improvements to the off premises on-call pay, paid parental leave, increased differentials and tuition reimbursement. Unfortunately, we were unable to reach agreements on these this contract. Despite this, we believe this contract makes significant improvements and moves our 1,100 MNA Methodist nurses in the right direction toward gaining ground in years to come.

Tentative Agreement Summary

Three-year contract June 1, 2019, to May 31, 2022.

DEFINITIONS

The term "staff nurse" applies to registered professional nurses who are employed primarily to give direct nursing care to patients/clients. Delivery of care is directed toward promotion and restoration of health, prevention of disease, and care of the sick and disabled.

The practice of professional nursing includes independent nursing functions and delegated medical functions which may be performed in collaboration with other health care team members.

The term "assistant nurse manager" applies to registered professional nurses employed primarily to assist in planning, coordinating, delivering, and evaluating nursing care given on a station / unit. Duties include serving as a role model for unit nursing staff, performing charge nurse responsibilities, assisting in staff development, and giving direct patient care.

The "R.N." credential will be used in the title for all bargaining unit registered nurses. The initials "R.N.," or title "registered nurse," alone or in combination, will be restricted to refer only to a registered nurse.

The term "full-time" applies to a nurse working or employed by the Hospital to work eighty (80) hours in a two-week period.

The term "part-time" applies to any nurse employed by the Hospital to work and working less than eighty (80) hours in a two-week payroll period.

The term "regularly scheduled part-time" applies to any part-time nurse employed by the Hospital to work on a continuing basis a usual specified number of scheduled hours per payroll period.

The term "casual part-time" applies to any part-time nurse employed by the Hospital to supplement its full-time and regularly scheduled part-time staff as needed.

The term "per diem registered nurse" – Refer to Article 3 – Hours, Section J. of this agreement.

The term "agency nurse" applies to any nurse who is employed by an outside agency utilized by the hospital to fill in for day to day emergent needs.

The term "traveling nurse" applies to any nurse who is employed by an outside company and is contracted by the hospital over a predetermined period of time.

Section 2 Subsection D EDUCATIONAL DEVELOPMENT:

Workshops, Courses, and Other Educational Programs:

A nurse may use up to \$600.00 <u>of the tuition reimbursement dollars provided in Article</u> <u>2(A)</u> per calendar year <u>for books, study guides, educational tools, workshops, courses,</u> <u>and other types of educational programs that meet the following criteria.</u>

<u>C</u> (casual part-time and per diem nurses who have worked an average of a 0.3 FTE in the preceding six [6] months shall be eligible to receive up to \$150.00 each calendar year) of tuition reimbursement dollars provided for in Article 2 (A) of the amount provided in this Section per calendar year for books, study guides, educational tools, workshops, courses, and other types of educational programs that meet the following criteria:

Section 3 HOURS Subsection C Scheduling:

The general pattern of scheduling will be as follows:

Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. 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, non-consecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled workweek 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) workweeks.

Nurses with 25 years (52,000 hours) of seniority shall not be required to work weekends. Nurses currently working less than an alternate weekend may need to be scheduled additional weekends to accommodate such 25-year nurses on their unit. In no instance shall a nurse be scheduled more than every other weekend.

Subsection K Floating:

Nurses with twenty-five (25) or more calendar years of service <u>as an RN in the Bargaining</u> <u>Unit</u> at-the <u>Methodist</u> Hospital shall not be required to float off of their home unit.

Section 4 SALARY: Subsection D Recognition of LPN or Other Non-RN Experience:

A<u>n</u> 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.

Subsection H Clinical Resource Mentor Preceptor Pay Differential:

A nurse will be paid two dollars (\$2.00) per hour for all hours worked in the <u>Preceptor</u> Clinical **Resource Mentor** role.

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.

Subsection P Longevity Bonus Longevity Bonus:

Each June 1st, for all <u>Full time and part time</u> Registered Nurses with twenty (20) or more calendar years of service as of June 1st, a bonus payment will be determined. The bonus will be calculated based on the previous six (6) months authorized hours as follows:

- 20-24 calendar years \$1500.00 prorated for FTE status
- 25-29 calendar years \$2000.00 prorated for FTE status
- 30-34 calendar years \$2500.00 prorated for FTE status
- 35-39 calendar years \$3000.00 prorated for FTE status
- 40+ calendar years \$3500.00 prorated for FTE status

For all on-call (casual) and per diem nurses with twenty (20) or more calendar years of services as of June 1st, bonus payment will be determined. The bonus will be calculated based on all hours worked in the previous six (6) months and calculated as follows:

- Average hours worked is between .8-1.0 FTE= \$300 bonus
- Average hours worked is between .6-.8 FTE= \$200 bonus
- Average hours worked is between .4-.6 FTE=\$100 bonus
- Averaged hours worked is .4= \$50 bonus

Effective June 1, 2005, the longevity bonus shall be calculated based upon the nurse's actual hours worked, including scheduled time off (not including sick leave) or the nurse's authorized hours, whichever is greater.

Section 5 <u>ON-CALL</u> Subsection B <u>On-Premises On-Call Pay:</u>

Nurses who are required to remain on Hospital premises during on-call duty shall be paid at a rate of **eight dollars and fifty cents (\$8.50) per hour or** the higher of the federal or state minimum wage, whichever is greater. She or he will not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call hours shall be paid at the rate of one and one-half (1½) times the on-call rate to the extent that the total hours worked by a nurse during a two- (2)

week period, including on-call hours, exceeds eighty (80). If the nurse is called to work during this time, she or he will be paid as provided in Sections 3 and 4.

Section 7 ROTATION AND SHIFT OF CHOICE:

Nurses with ten (10) or more years of seniority (20,800 hours) as defined in Section 14 will be afforded the opportunity to work a permanent shift assignment of the nurse's choice subject to the need to provide proper staffing on all shifts. In order to provide greater opportunities for nurses to select a shift of choice, the Hospital will create more straight shifts. The parties recognize that complete implementation of this provision will need to be phased in, and the period of implementation will be governed by the following:

Section 8 <u>HOLIDAYS:</u> Subsection A <u>Holiday Pay</u>:

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. <u>Holiday pay will be paid for any hours worked on the holiday.</u> <u>A Holiday shift worked is defined as a shift in which greater that 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.)</u>

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.

Section 9 VACATIONS: Subsection D Vacation Scheduling:

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 nursing 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 nursing unit having greater length of employment in the Hospital as defined in Section 14 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.

Notwithstanding the above provision, vacation requests shall be granted in full, although the request would otherwise exceed the guidelines, if the following conditions are met:

- 1. There has been only one (1) vacation request for the same time period which was submitted and denied for the unit;
- 2. The denial is because a single day or single shift could not be granted;
- 3. The request does not involve a full weekend shift which was denied; and
- 4. The request is limited to one (1) nurse per unit.

Nurses who have a portion (i.e., 4 hours) of a shift denied on a vacation request can replace themselves even if such replacement entails four (4) hours of overtime.

Nurse may replace themselves with up to twelve (12) hours of overtime per posted schedule to cover a vacation request that was denied during the original vacation granting period. These hours may be used in four (4) hour blocks.

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, nurses, by seniority, may be granted additional vacation hours during the period defined above. Vacation scheduling shall be reviewed quarterly by the Staffing Advisory Committee.

Nurses who submit a vacation request for a two- (2) week period shall not have that request denied solely because the hospital is unable to grant a four- (4) hour block of time of off in that period.

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.

Earned vacation shall normally be taken within a 12-month period following the anniversary date when such vacation was earned. Provided, however, that earned vacation shall be carried over to a subsequent year if a nurse is unable to take accrued vacation within the foregoing time period because of the inability of the Hospital to grant such vacation time due to staffing needs.

Section 13 LEAVE OF ABSENCE:

A. Personal Illness, Injury, and Disability:

A leave of absence without pay will be granted to nurses for personal illness, injury, or disability (including work-related illness, injury, or disability) for a maximum period of twelve (12) months. The maximum period of absence includes any time during which paid sick leave is utilized by the nurse. Such leave will be granted as follows:

1. For a period of up to three (3) calendar months of the leave after the period of accumulative sick leave has expired, during or at the conclusion of which the nurse will be returned to her or his previous position.

- 2. For the remainder of the leave during or at the conclusion of which the nurse will be returned to her or his previous position if it is open and, if not, to her or his previous classification and scheduled number of hours.
- 3. For an additional period as may be agreed upon between the Hospital and the nurse.
- 4. Vacation and length of service increments will continue to accrue during the first ninety (90) days of this unpaid personal illness leave, including any portion of the ninety (90) days when a nurse on workers compensation is working in an alternate position having fewer hours than the nurse's previous position.

A nurse on a personal illness, injury, or disability leave and receiving workers' compensation may agree to accept a temporary alternate position different from the nurse's previous position. Agreement to such alternate position shall not constitute a forfeiture of the nurse's right to return to her or his previous position or classification as provided in this Section 13 A.

Except as provided in Section 13 A4, all hours worked by a nurse covered by this Contract in a temporary alternate employment position not otherwise covered by this Contract shall, nevertheless, be considered compensated hours toward accrual of seniority as provided in Section 14. Such hours shall also be credited toward eligibility for and accrual of benefits provided by this Contract. Benefits accrued and provided will be based on the compensated hours of the nurse when working in the alternate employment position.

B. Serious Illness or Death in the Immediate Family:

A leave of absence without pay will be granted to nurses for serious illness or death in the immediate family (parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, **life partners**, foster children, and such others as may be agreed upon between the nurse and the Hospital) for the period of up to ninety (90) calendar days. The nurse will also be granted such leave for family members and others for which the nurse is the appointed legal guardian. The nurse will be required to produce legal documentation of such guardianship upon request. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The Hospital will not permanently fill the nurse's position during the period of leave of absence.

The Hospital will provide nurses the benefits contained in the Hospital's Primary Caregiver Policy as it exists from time to time.

C. Bereavement Leave:

A leave of absence of three (3) days without loss of pay will be granted to nurses in case of death in the immediate family (loss of parents, parents-in-law, brothers, sisters, sons, daughters, grandparents, grandchildren, husbands, wives, step-parents, step-sons, step-daughters, **life partners**, foster children, and such others as may be agreed upon between the nurse and the Hospital) for the purpose of attending the funeral. Such three (3) day leave shall be for work days lost during a five (5) day period starting two (2) days prior to the funeral through two (2) days after the funeral or any other work days lost to

attend a ceremonial event associated with death. A fourth (4th) day of funeral leave with pay shall be permitted if travel to the funeral event is greater than 300 miles.

Section 14 LOW-NEED DAYS AND LAYOFF:

Reduction of registered nurse staff may be made only in the event of a diminished number of needed nursing care hours. Unanticipated declines in patient needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedures of this Contract to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. Non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurse whose hours are so reduced.

A. Definitions:

As used in this Section 14, the following terms shall be defined as follows:

- 1. "Clinical Group" means a unit or group of units which require similar nursing skills.
- 2. "Qualified" means the ability to independently provide safe, direct patient care for the standard case load on the unit within a reasonable period of orientation not to exceed four (4) weeks, but said term does not require proficiency in all technical skills or the performance of leadership roles.
- 3. "Seniority" means the total compensated hours accrued by a nurse since her or his most recent date of employment into the bargaining unit at the Hospital. Compensated hours, as qualified in this paragraph, shall include all hours for which a nurse is paid. Each overtime hour worked shall be counted as one (1) compensated hour. Off-premises on-call shall be counted at the conclusion of each W-2 year at the rate of onefourth (¼) of the on-call hours paid. In addition, compensated hours shall include hours which Section 13, "Leave of Absence," subparagraphs A, D, E, G, and I provide are hours worked or hours for which length of service increments accrue.

The above notwithstanding, seniority for a nurse who transfers to a nonsupervisory and non-managerial nursing position that is not covered by the Contract Agreement <u>and is on this contagious Methodist Hospital</u> <u>Campus</u> in the same hospital in which the nurse is employed in a <u>bargaining unit position</u>, shall accrue no further seniority. The nurse's accrued seniority shall be maintained on the nurse's record and shall be restored to the nurse if she or he transfers back to a bargaining unit position within one (1) year. The nurse may not exercise frozen seniority for any purpose under this Contract while in the non-bargaining unit position. If the nurse does not return to a bargaining unit position within one (1) year from the date of the transfer out of the bargaining unit, all bargaining unit seniority is lost.

A revised and up-to-date listing of the seniority for each nurse in the bargaining unit will be posted by the Hospital each six (6) months and provided to the Minnesota Nurses Association.

Subsection 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)** <u>2 hours</u> advance notice before the beginning of the shift.

Section 16 SCHEDULES AND POSTING:

A. Posting of Work Schedules:

Time schedules shall be posted fourteen (14) calendar days in advance of the nurse's scheduled work. For those units that utilize six- (6) week schedules, the schedule will be posted twenty-one (21) calendar days in advance of the nurse's scheduled work. Provided, however, that the schedule which includes the Christmas holiday will be posted the Friday before Thanksgiving. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

Nurses will be allowed to trade shifts even if such trade involves a shift outside of the current pay period, provided that such a trade does not result in overtime.

B. Requested Additional Hours:

A regularly scheduled part-time nurse desiring more work hours may request such additional hours prior to posting of each time schedule. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime work shifts before such shifts are offered to casual part-time nurses. For nurses working less than sixty-four (64) hours per payroll period, the extra shift(s) shall, with two (2) hours notice to the nurse, be cancelled prior to the implementation of Section 14 E, but such cancelled shift shall be counted as one of the three (3) allowable low-need days.

- C. During the summer months (June, July, and August), nurses will be allowed to temporarily increase their hours without having to bid on a posted position.
- D. Nurses agreeing to work four (4) or more hours beyond their scheduled shift shall receive <u>a minimum</u> one (1) hour cancellation notice prior to <u>before</u> the <u>end-beginning</u> 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.
- E. Posting and Filling of Positions:

If a nursing position is or will be open, the Hospital will post the position <u>electronically</u> on the bulletin board a notice for a period of at least seven (7) days before permanently filling the position. Said notice shall include a listing of the station unit/department, FTE the number of shifts per payroll period, the shift rotation, the required qualifications for the position, and the person to whom to apply. <u>A nurse</u> 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.

Section 21 STAFFING AND SCHEDULING: Subsection 5

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 <u>be also review and reach consensus regarding LPN/RN pairing and partnering. T</u>the same team 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) for additional review and recommendations. If consensus is not reached following review by the CNO, the team may seek assistance by a Federal Mediator.

Section 23 Orientation Subsections B and C

- B. Clinical Resource Mentor Preceptor :
 - 1. To be considered and selected for a position of a <u>Preceptor</u> <u>Clinical</u> <u>Resource Mentor</u>, an RN must have worked on the unit for at least six months. It is preferred that the RN work authorized hours of 48 to 80 per pay period in order to ensure regular presence, knowledge, and understanding of nursing practice at Methodist Hospital. Authorized hours of less than 48 may be considered if the nurse has consistently worked more hours than authorized for the past six to 12 months to equal or greater than 40 hours per pay period. If a nurse has recently reduced hours to less than 48, the nurse's worked hours will be evaluated within one year to ensure regular presence, knowledge, and understanding of the hospital. Casual and per diem staff are typically not eligible for the <u>CRM</u> <u>Preceptor</u> role unless they meet the above criteria.
 - 2. To be selected for a position of a **Preceptor CRM**, the nurse must also demonstrate knowledge and nursing clinical competence, effective communication skills, teamwork, professionalism, and leadership skills and qualities.
 - 3. If selected as a <u>Preceptor</u> <u>Clinical Resource Mentor</u>, the nurse must complete the Clinical Resource Course offered by the hospital.
 - 4. Annually, the Nurse Manager and <u>Preceptor</u> CRM will evaluate the nurse's ability to continue in the role of the <u>Preceptor</u> CRM based on the needs of the unit, skills and competency, and also considering such factors as the nurse's demonstrated interest in the role, professionalism, and leadership skills and qualities.

- 5. The value of the stated guidelines notwithstanding, it is not the intent of the guidelines to serve as a barrier to assuring that each unit have enough **Preceptor CRMs**.
- C. Orientation of Newly Hired or Transferred Registered Nurses:
 - 1. Newly hired nurses will be given adequate time to learn E-MAR or electronic charting.
 - 2. At the end of each shift, the <u>**Preceptor**</u> **CRM** and orientee will create a learning plan for the next day of orientation.
 - 3. In preparation for orienting the new nurse, the <u>Preceptor</u> CRM will review the orientee's Performance Based Development System (PBDS) assessment.
 - 4. The orientee, <u>Preceptor CRM</u>, and Nurse Manager will review the
 - 5. nurse's orientation checklist each week.

Section 24 Health and Safety Subsection E and F

E. Physical Violence and Verbal Abuse: Workplace Violence

The Hospital and 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 environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events may occur, the Hospital and the Association are committed to working together to prevent and respond to incidents of violence.

The Hospital will provide education on and reinforce its commitment to the Hospital's Violence Free Workplace Policy and will communicate its expectations to staff, patients and visitors.

The Hospital will continue to evaluate the appropriate use of technology, visual cues and other reasonable means for alerting staff that a patient, patient's family member or visitor has a history of violence on the Hospital 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 workplace violence and to contact the Employee Occupational Health and Safety Department following any incident of workplace violence. Employee Occupational Health and Safety will contact the nurse's leader to coordinate the implementation of post-incident protocols. Employee Occupational Health and Safety will facilitate support and resources for the affected employee(s) such as the Employee Health Clinic, Employee Assistance Program and stress management resources. A nurse who has experienced workplace violence will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If additional time away is needed the Employee Occupational Health and Safety Department will explore options with the nurse via programs and resources and offerings available such as paid administrative leave and assistance with the Workers' Compensation process.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital may- agrees to grant the nurse up to three consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. Furthermore, the incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. However, if a report is made more than three days after the event (but in no event later than ten days) administrative leave may be provided retroactively

A nurse who has experienced violence that was committed by a patient, that patient's family, or that patient's visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse or in the case of emergency.

Following the report of a violent event a documented debrief will take place as appropriate that includes staff involved and other members of a typical debrief team or their designee(s). The intent of the debrief is to create a safe space for staff to discuss the event. The debrief will be scheduled to occur as soon as reasonably possible (and reasonable effort will be made have this debrief in 72 hours) after report of the event has been received.

Reported incidents of violence will be reviewed monthly in 2019 and regularly thereafter by the Labor-Management Committee or its delegate. The Labor Management Committee will review trends and through mutual agreement make recommendations for change.

Members of the Nursing Health and Safety Committee will schedule a periodic meeting with the Director of Safety and Security to review the current response protocols. The mutual interest of dealing with threats, violence, and dangerous treatment situations will be reviewed with the objective of modifying current safety response protocols or adding new ones. The decision to modify or add will be a consensus decision. A process will be developed to record and report these incidents. These records will be evaluated by the Nursing Health and Safety Committee when the situation involves a registered nurse.

The Hospital will encourage registered nurses who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing.

In addition, a registered nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

F. Critical Incident Stress Debriefing:

1. Charge nurses and other nurse leaders will be trained on available Employee Assistance Program (EAP) resources including access to Critical Incident Stress Debriefing (CISD) teams.

- 2. If a nurse needs to use EAP for CISD, it will not be counted against allowances for EAP benefits.
- 3. A nurse attending a formal CISD debriefing will be paid for all time spent in the debriefing but not less than two (2) hours.
- 4. Nurses requesting personal assistance following a critical event will receive such assistance within two (2) hours. If a formal CISD debriefing is appropriate, it will be made available with a qualified facilitator within twenty-four (24) hours of the critical incident.
- 5. Regular in-services on coping with stress, including death and dying, will be offered to nurses.

Section 28 <u>INSURANCE BENEFITS:</u> Subsection A Hospitalization Insurance: Paragraphs 1 and 3

1. The Hospital shall provide nurses the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time on the following basis:

The Hospital shall pay twenty-five dollars (\$25.00) per month or eighty-five percent (85%) of the single employee premium, whichever is greater, toward the cost of single employee coverage under the Methodist Hospital Primary Plan for those nurses electing to be covered by the insurance program. The Hospital shall pay 75% per month toward single plus one or family coverage under the Methodist Hospital Primary Plan for those nurses electing such coverage. Eligible dependents shall include, among others, **spousal equivalents defined as same sex partners who submit an "Affidavit of Spousal Equivalency"** and dependent children. The balance of the premium cost shall be paid by the nurse.

Contributions to other health insurance plan options shall be based on the dollar contributions noted above or the current dollar contributions to the other plan options, whichever is greater.

3 A nurse who terminates employment at or after age 55 and is eligible and has applied for pension benefits under the pension plan to which the Hospital has contributed shall have the opportunity to continue employee and dependent coverage in the group hospitalization and medical insurance program at the Hospital as said program is provided for in Section 28 at the group rate and at the nurse's expense up to the time that the nurse and her or his dependents qualify for Medicare.

A nurse who terminates employment prior to January 1, 2007, and is pension eligible under the Rule of 85 (age plus pension benefit credit years equal 85 or more) and has applied for pension benefits is entitled to have the Hospital continue paying the Hospital's portion of the health insurance for two (2) years C Life Insurance:

The Hospital shall provide and pay the full cost of a group term life insurance program for full-time nurses and regular part-time nurses meeting the hours requirement in Section **6-C3** <u>10(A)</u> of this Agreement. The Plan shall include the following basic provisions:

- 1. The amount of coverage shall be \$50,000.00 for full and part-time nurses.
- 2. Nurses shall be covered by the plan on the first day of the month following the date of employment.
- 3. Coverage shall continue to age seventy (70).
- 4. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the insurance contract and any amendments shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.
- D Business Travel Life Insurance:

The Hospital will cover registered nurses under a business travel life insurance policy at no cost to the nurse in the minimum amount of \$100,000.00.

E Dental Insurance:

The Hospital shall provide and pay the full cost of a group term dental insurance program for full-time nurses and regular part-time nurses meeting the hours requirement in Section **6-C3(10A)** of this Agreement. The plan shall include the following basic provisions:

- The plan shall be a "reasonable and customary" plan providing reimbursement for three types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type 1 expenses shall be reimbursed at 80% of the reasonable and customary charge with no deductible; Type 2 expenses shall be reimbursed at 80% of the reasonable and customary charge with a \$25.00 deductible per year; and Type 3 expenses shall be reimbursed at 50% of the reasonable and customary charge with a deductible of \$25.00 per year.
- 2. All benefited nurses employed shall be automatically covered by the plan, and newly-hired nurses shall be covered on the first day of the month following the nurse's date of hire with the Hospital.

- 3. The Hospital will make a program providing dependent group dental coverage available, the additional premium for such dependent coverage to be paid by the nurse.
- 4. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Association and Summary Plan Descriptions shall be provided to the Association and to all eligible nurses.

Section 29 PRE-TAX SPENDING ACCOUNT:

A. The Hospital shall make available or continue to make available to nurses covered by this Contract a program that enables the nurse to elect to use pre-tax income for payment of certain expenses. Such program shall be available in the same manner as is available to all Hospital employees and shall meet the requirements of Sections 125 and 129 of the IRS Tax Code. The nurse may annually or at the time of a change in life situation (birth, marriage, death, divorce, adoption) designate a specified portion of her or his pre-tax income to be reserved to this Program. Allowable expenses include health, dental, and vision insurance premiums paid by the nurse, dependent care expenses necessary to enable the nurse to work, medical, dental, and vision expenses paid by the nurse and not reimbursable under any insurance program, and any other expense allowable under Section 125 of the IRS Code.

So long as the tax laws forbid it, a nurse may not, at the end of the Pre-Tax Income Program year, receive in cash any monies designated to the program but not utilized as reimbursement for allowable expenses during the year. One hundred twenty (120) days following the annual anniversary date of the Hospital's Pre-Tax Income Program year, all designated but not expended money of bargaining unit nurses shall be placed in a Hospital fund to be used to provide education or other benefits to Hospital employees. The Hospital shall report in publications to employees the use for which unexpended pre-tax dollars shall be used.

Section 39 DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 20162019, through and including May 31, 20192022. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, 20192022, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. When the Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate. Such proposals shall be submitted on or before March 15 of the year the Contract has been reopened.

In the event the parties reach agreements as a result of mid-term negotiations, such agreements shall be reduced to writing and distributed to MNA members and the appropriate Park Nicollet leaders.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed and, except as otherwise expressly provided, to become effective as of the 1st day of June 2016 2022.

APPENDIX A - DENTAL PLAN SPECIFICATIONS Employee Only Coverage

I.	Type I A. B.	Expenses Deductible Reimbursement		None 80%
I.	Type I A. B. C.	I and III Expenses Deductible Type II Expenses Reimbursement Type III Expenses Reimbursement	80% 50%	\$25 per calendar year
111.	Calendar Year Individual Maximum			\$1500.00
IV.	Orthodontia			Included Excluded
V.	Service Waiting Period hire		First of the month following date of	
VI.	Emplo	yee Contribution		None

<u>APPENDIX C – RECOGNIZED CERTIFICATION PROGRAMS</u> SEE ATTACHED

The hospital may agree to recognize the following or other certifications it agrees are applicable to an individual nurse's area of practice. (Updated 2013)

Credential	Certification	Certifying Body
(A)ACRN	(Advanced)AIDS Certified RN	HIV/AIDS Nursing Certification Board
AHN - BC	Holistic Nurse (Advanced)	American Holistic Nurse Certification Corporation
ANP-BC	Adult Nurse Practitioner – Board Certified	American Nurses Credential Corporation
AOCNP	Advanced Oncology Certified NP	Oncology Nurses Certification Corporation
AOCNS	Advanced Oncology CNS	Oncology Nurses Certification Corporation
APHN-BC	Advanced Practice Holistic Nurse	American Holistic Nurse Certification Corporation
CAPA	Certified Ambulatory Perianesthesia Nurse	American Board of Perianesthesia Nursing Certification
CARN	Certified Addictions RN	National League for Nursing Certification of Addictions Nursing
CBN	Certified Bariatric Nurse	American Society for Metabolic and Bariatric Surgery
CCNS	Critical Care CNS	American Association of Critical Care Nurses (AACN)
CCRN	Critical Care RN	American Association of Critical Care Nurses (AACN)
CDE	Certified Diabetic Educator	American Association of Diabetes Educators
CEN	Certified Emergency Nurse	Board of Certification for Emergency Nursing
C-EFM	Certified Electronic Fetal Monitoring	Nursing Certification Corporation
CEPS	Certified Electrophysiology Specialist	International Board of Heart Rhythm Examiners
CFRN	Certified Flight RN	Board of Certification for Emergency Nursing
CGRN	Certified Gastroenterology RN	American Board of Certification for Gastroenterology Nursing
CHN	CHN Certified Hemodialysis Nurse Board of Nephrology and Technol	
CHPN	Certified Hospice and Palliative Care Nurse	National Board of Certification for Hospice and Palliative Nurses

CHTP	Certified Healing Touch Practitioner	Healing Touch, International
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APPENDIX C - RECOGNIZED CERTIFICATION PROGRAMS (Continued)

Credential	Certification	Certifying Body
CIC	Certified Infection Control	Certification Board of Infection Control and Epidemiology
CMC	Adult Cardiac Medicine	American Nurses Credentialing Corporation
CNM	Certified Nurse Midwife	American Midwifery Certification Board
CNN	Certified Nephrology Nurse	American Nephrology Nurses Certification Commission
CNOR	Certified Nurse in the Operating Room	Competency and Credentialing Institute
CNRN	Certified Neuroscience RN	American Board of Neuroscience Nursing
CPAN	Certified Post-Anesthesia Nurse	American Board of Perianesthesia Nursing Certification
CPDN	Certified Peritoneal Dialysis Nurse	Board of Nephrology Examiners and Technology
CPN	Certified Pain Nurse	American Nurses Credential Corporation
CPN	Certified Pediatric Nurse	Pediatric Nursing Certification Board
CPHON	Certified Pediatric Hematology Nurse	Oncology Nursing Certification Corporation
CPSN	Certified Plastic Surgery Nurse	American Society of Plastic and Reconstructive Surgery Nurses
CRNA	Certified RN Anesthetists	National Board on Certification and Recertification of Nurse Anesthetists
CRNFA	Certified RN First Assist	Competency and Credentialing Institute
CRNI	Certified RN in Infusion Therapy	Infusion Nurses Certification Corporation
CRNO	Certified RN Ophthalmology	National Certifying Board for Ophthalmology Nurses
CRRN	Certified Rehabilitation RN	Rehabilitation Nurses Certification Board
CSC	Adult Cardiac Surgery	American Nurses Credentialing Corporation
CURN	Certified Urology RN	Certification Board for Urologic Nurses

GCNS-BC	Gerontology CNS	American Nurses Credential Corporation
GNP-BC	Gerontological Nurse Practitioner	American Nurses Credential Corporation

APPENDIX C - RECOGNIZED CERTIFICATION PROGRAMS (Continued)

Credential	Certification	Certifying Body	
HNB-BC	Holistic Nurse (Baccalaureate)	American Holistic Nurse Certification Corporation	
HN-BC	Holistic Nurse – Board Certified	American Holistic Nurse Certification Corporation	
IBCLC	International Board Certified Lactation Consultant	International Board of Lactation Consultants Examiners	
LCCE	Lamaze Certification in Childbirth Education for Licensed Professionals	Lamaze International	
NC-BC	Nurse Coach	American Holistic Nurse Certification Corporation	
NNP-BC	Neonatal Nurse Practitioner	Nursing Certification Corporation	
() NP-BC	Nurse Practitioner – Board Certified (various per ANCC)	American Nurses Certification Corporation	
OCN	Oncology Certified Nurse	Oncology Nurses Certification Corporation	
ONC	Orthopaedic Nurse Certified	Orthopaedic Nurses Certification Corporation	
PCCN	Progressive Care Certified Nurse	American Nurses Certification Corporation	
PMHCNS-BC	Psychiatric and Mental Health CNS	American Nurses Credentialing Corporation	
PMHCNS-BC	Child/Adolescent Psychiatric Mental Health CNS	American Nurses Credentialing Corporation	
PNP-BC	Pediatric Nurse Practitioner	American Nurses Credentialing Corporation	
RN-BC	Pediatric Nurse	American Nurses Credentialing Corporation	
RN-BC	Gerontology Nurse	American Nurses Credentialing Corporation	
RN-BC	Psychiatric and Mental Health Nursing	American Nurses Credentialing Corporation	
RN-BC	Medical-Surgical Nurse	American Nurses Credentialing Corporation	
RN-BC	Cardiovascular Nursing	American Nurses Credentialing Corporation	

	CERTIFICATION	
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Retired Credential*	Certification	Certifying Body
AOCN	Advanced Oncology Certified Nurse	Oncology Nursing Certification Corporation
CPON	Certified Pediatric Oncology Nurse	Oncology Nursing Certification Corporation
RN-BC	Home Health Nurse (retired)	American Nurses Credentialing Corporation
RN-BC	Cardiac Rehabilitation Nurse	American Nurses Credentialing Corporation
RN-BC	High-Risk Perinatal Nurse	American Nurses Credentialing Corporation
RN-BC	General Nursing Practice	American Nurses Credentialing Corporation
RN-BC	Perinatal Nursing	American Nurses Credentialing Corporation
RN-BC	High-Risk Perinatal Nurse	American Nurses Credentialing Corporation
RN-BC	Maternal Child	American Nurses Credentialing Corporation
RNC	RN Certified – Ambulatory Care Nurse	Nursing Certification Corporation
RNC-MNN	Maternal Newborn Nurse	Nursing Certification Corporation
WHNP-BC	Women's Healthcare Nurse Practitioner	Nursing Certification Corporation

□ Retired- means that the test is no longer administered although a nurse may still hold the credential and continue to be eligible to receive the certification bonus.

LETTER OF UNDERSTANDING (III)

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 at 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 <u>utilized as an additional resource to augment the provision of patient</u> care used and would be in addition to authorized FTEs. The Designated Resource Nurse is 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 (12) months thereafter, the Hospital and the Union agree to use the Labor Management Committee process to gather and analyze data on DRN utilization. LMC will then use that data to make recommendations designed to fully utilize the allotted DRNs to support patients and staff. Within thirty (30) days following the twelve (12) month review process above, nursing leadership will take action to begin implementing LMC's recommendations.

To assist with creating relevant and current data, the DRNs that are allotted in the June 2019 DRN application process will not be pulled unless one of the following is present:

- 1. The Unit is short Staffed, or
- 2. The Hospital is experiencing high patient acuity or intensity, or
- 3. The Unit/Department is closed, or
- 4. <u>Emergency Center, Operating Room and/or procedural areas are holding patients</u> for an excessive amount of time.

<u>Thereafter and for the life of the current CBA, LMC will continue to analyze data, assess</u> the success of efforts to maximize the utilization of DRNs and may mutually agree upon other modification to the plan.

NEW SIGNATURES

Signed this _____day of _____2007.

PARK NICOLLET HEALTH SERVICES MINNESOTA NURSES ASSOCIATION

BySIGNED	BySIGNED
David Wessner	Scott Kleckner
Chief Executive Officer	Staff Specialist, Labor Relations

By____SIGNED

Arthur LaPoint

ACTION PLANS - 2007

During the 2007 negotiations, the parties reached agreement on a number of significant actions which are to occur during the term of the Contract. An Action Plan is a statement of agreed upon future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the Hospital and the Minnesota Nurses Association Labor-Management process. Such Action Plans remain the mutual responsibility of the Association and the Hospital and, as such, will be referred to the Methodist Hospital / Minnesota Nurses Association Labor-Management Committee for clarification, direction, and oversight.

The following are the agreed upon Action Plans:

Labor/Management Committee

Representatives from Performance Development Resources, the Minnesota Nurses Association, and Nursing Administration will meet to discuss orientation models.

The Labor-Management Committee (LMC) will coordinate the process for relocation of the TIPS pay station used by Emergency Center Registered Nurses. Placement decisions will be made after construction and reconfiguration plans are known and with the input of Emergency Center and Flying Squad staff. Periodic progress reports will be made to the LMC by the Emergency Center Director and/or Nurse Manager and appropriate MNA representatives.

The following are agreed upon action plans related to TIPS:

- A glossary of abbreviations, terms, and pay codes used in TIPS shall be made available for nurses.
- Education and communication around TIPS changes and capabilities with a variety of teaching methods. Includes making known that there is an on-line tutorial.
- If the nurse has a home computer and a broadband connection, and upon the nurse's request, the hospital will make available VPN access for the purpose of viewing TIPS information.

The Labor-Management Committee will be responsible for developing a plan to support the participation and engagement of nurses in Kaizen initiatives and support the implementation and change associated with Kaizen activities. The plan will consider the following points:

- Hold informational meetings one week prior to RPIW
- Written communication to each shift prior to implementation of change
- Build safety stop into RPIW process
- Solicit and evaluate idea forms four weeks prior to RPIW
- Nurse group to come up with ideas for new RPIWs
- Orientation sessions regarding LEAN process
- Understand how systems are at the point where RPIWs become necessary
- Catalog and reminders of LEAN successes

The Labor-Management Committee will be responsible for developing a plan to improve the functioning of labor-management committees. The plan should consider the following:

- Committees have an evaluation of how they think they are doing
- Have ground rules that are clear for meetings
- Training sessions for all committee members
- Effective meeting management training
- Increase use of task forces
- Evaluate the size of committees
- Consider having a meeting day when all committees can meet
- Utilize training through FMCS regarding Labor-Management committees
- Require that each committee use an interest-based approach
- All members of committees equally share the work
- After evaluating the size of committees, determine the appropriate number of members per committee.

The Labor-Management Committee will develop a plan where newly graduated nurses may elect to have a mentor for their first year of employment at the Hospital.

The Labor-Management Committee will establish a task force including staff nurses and nursing management to work on interim solutions to increase the readability of information displayed on portable computers.

Nursing Care Delivery Committee

The Nursing Care Delivery Committee will develop a clear definition of roles and a process for ensuring compliance.

The Nursing Care Delivery Committee will develop educational opportunities for nurses to strengthen delegation skills.

Nursing Health and Safety Committee

The Nursing Health and Safety Committee will:

- Develop a system which improves the use of referrals of issues to the committee.
- Develop an injury risk assessment tool.
- On an annual basis, review and revise as necessary, the Patient Safe Lifting and Handling Policy annually (I.84). Policy revisions will incorporate research into assessment and communication of injury risk for patients and staff.
- Develop a process for communication of BBF/PPE issues to the committee.
- Research the latest information to ensure that use of alcohol hand rubs does not adversely affect a nurse's employment, and make recommendations for needed changes to practice.

Staffing Advisory Committee

The Staffing Advisory Committee will review the use of call shifts in the PACU, with particular regard to the number of call shifts a nurse is expected to take each pay period.

The Staffing Advisory Committee will review recommendations and plans developed by each nursing unit which will address providing vacation time off to both junior and senior nurses.

The Staffing Advisory Committee will develop a definition of a closed unit.

The Staffing Advisory Committee will rewrite the Staffing and Scheduling Policy as it is applied to MNA nurses to be consistent with the MNA contract.

The Staffing Advisory Committee will review processes in closed units regarding the cancellation order and notice for cancellation (to include both voluntary and mandatory low-need) and prepare a Memorandum of Understanding to be attached to the contract if the processes are different than those contained in the contract.

Letter of Understanding (VI) Alternative Weekend Schedules

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. 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:
 - 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.
 - 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 (1¹/₂) 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 $(1\frac{1}{2})$ 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 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.
 - 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.

Year 1						
STAFF NURSE				ASSISTANT HEAD NURSE		
LENGTH OF SERVICE	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY
Start	33.14	34.29	35.44	36.45	37.73	39.00
1	35.17	36.40	37.64	38.69	40.05	41.39
2	36.65	37.92	39.23	40.31	41.73	43.14
3	38.07	39.40	40.74	41.86	43.32	44.79
4	39.54	40.94	42.32	43.51	45.04	46.55
5	40.67	42.11	43.54	44.76	46.32	47.87
6	41.96	43.42	44.90	46.13	47.74	49.36
7	43.61	45.16	46.67	47.98	49.67	51.36
8	44.06	45.61	47.15	48.49	50.18	51.87
9	45.74	47.35	48.97	50.31	52.07	53.83
10	46.96	48.62	50.25	51.62	53.47	55.26
12	47.91	49.58	51.27	52.68	54.53	56.37
15	49.20	50.91	52.63	54.13	56.03	57.92
17	50.44	52.20	53.97	55.47	57.40	59.36
20	50.94	52.72	54.52	56.05	58.01	59.96
25	51.73	53.52	55.32	56.87	58.86	60.83

Year 2						
STAFF NURSE				ASSISTANT HEAD NURSE		
LENGTH OF SERVICE	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY
Start	34.13	35.32	36.51	37.55	38.86	40.17
1	36.23	37.49	38.77	39.85	41.25	42.63
2	37.75	39.06	40.41	41.52	42.98	44.43
3	39.21	40.58	41.96	43.11	44.62	46.14
4	40.73	42.17	43.59	44.81	46.39	47.94
5	41.89	43.37	44.84	46.11	47.71	49.31
6	43.22	44.73	46.24	47.52	49.17	50.84
7	44.92	46.51	48.07	49.42	51.16	52.90
8	45.39	46.98	48.57	49.95	51.69	53.43
9	47.11	48.77	50.44	51.81	53.63	55.44
10	48.37	50.07	51.76	53.17	55.07	56.92
12	49.34	51.07	52.81	54.27	56.16	58.06
15	50.68	52.44	54.21	55.75	57.71	59.65
17	51.95	53.77	55.59	57.13	59.12	61.14
20	52.47	54.30	56.15	57.73	59.75	61.75
25	53.28	55.12	56.98	58.57	60.63	62.66

Year 3						
STAFF NURSE				ASSISTANT HEAD NURSE		
LENGTH OF SERVICE	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY	ad/ Diploma Hourly	BACCALAUREATE HOURLY	MASTERS HOURLY
Start	34.90	36.11	37.33	38.39	39.74	41.07
1	37.04	38.34	39.64	40.74	42.18	43.59
2	38.60	39.94	41.32	42.46	43.94	45.43
3	40.09	41.49	42.90	44.09	45.63	47.18
4	41.64	43.12	44.57	45.82	47.44	49.02
5	42.84	44.35	45.85	47.14	48.78	50.42
6	44.19	45.73	47.29	48.59	50.28	51.98
7	45.93	47.56	49.15	50.53	52.31	54.09
8	46.41	48.03	49.66	51.07	52.85	54.63
9	48.17	49.87	51.57	52.98	54.84	56.69
10	49.45	51.20	52.93	54.37	56.31	58.20
12	50.45	52.22	54.00	55.49	57.43	59.37
15	51.82	53.62	55.43	57.00	59.01	61.00
17	53.12	54.98	56.84	58.41	60.45	62.52
20	53.65	55.52	57.42	59.03	61.09	63.14
25	54.48	56.36	58.26	59.89	61.99	64.07