

**MAYO CLINIC HEALTH SYSTEM MANKATO**  
and  
**MINNESOTA NURSES ASSOCIATION**

**Employer's Proposals (Economic and Non-Economic) Set 1**  
**September 19, 2019**

The Employer submits the following proposed modifications to the current collective bargaining agreement:

**1) Definitions.**

- **Part-Time Nurse:** Remove the following language:

“Nurses who have 32 hour (.4 FTE) work agreements prior to October 1, 2013 will continue to be eligible for benefits as defined in this Agreement. Should the nurse leave his/her .4 FTE status she/he will lose this benefit eligibility.”

- **Temporary Nurse:** Amend as follows:

“A nurse who is hired by the Hospital as an interim replacement or for temporary work on a pre-determined schedule which does not extend beyond ~~six (6) calendar months~~ one (1) year.”

**2) Article 2 – Hours.**

- **Section A – Hours of Work and Overtime:** Amend 3<sup>rd</sup> and 4<sup>th</sup> paragraphs as follows:

“For nurses on a flexible work schedule, the basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1 ½) for work in excess of forty (40) hours per week. Even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled ~~workday~~ 12 hour shift shall be paid at the rate of time and one-half (1 ½) for all excess time so worked.

A nurse will not be disciplined or discriminated against because of the legitimate use of overtime. A nurse will not be disciplined or discriminated against for declining to work overtime where she/he affirms that she/he is not physically or mentally able to do so safely. ~~Unanticipated overtime will not be mandated greater than once every 28 days.~~”

- **Section B.8 – Scheduling:** Change reference of “PCM” to “Nurse Manager”

- **Section C – Breaks:** Remove the following sentence from this section:

“In addition, a nurse who is working an extra, unanticipated overtime shift will be eligible to receive a meal voucher for the nurse’s personal use.”

- **Section D.2 – Flexible Work Schedules:** Remove #2 in its entirety:

“A nurse electing to work schedules under this Section may revoke such election by giving the Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital’s next posted schedule of hours. Provided, however, that in no event shall no more than six (6) weeks notice of revocation be required. The hospital may revoke a flexible work agreement by written notice to the affected nurse at least four (4) weeks prior to the effective date of the next posted schedule. A nurse whose flexible work agreement is revoked by either the nurse or the Hospital will be offered a regular eight- (8) hour schedule on the nurse’s preferred shift rotation. If two or more nurses are affected by a revocation of a flexible schedule work agreement at the same time, positions on the affected unit will be offered nurses in seniority order. The staff on the unit will review possible options to determine how a regular schedule could be developed without making major disruptions in other flexible schedules.”

- **Section D.3 – Flexible Work Schedules:** Remove #3 in its entirety:

“The employer may establish a flexible work agreement consisting of “Weekend Only” scheduled shifts defined as working every weekend, three consecutive 12-hour shifts. These 12-hour shifts may be in a pattern of Friday, Saturday and Sunday; or Saturday, Sunday and Monday. Employees working this agreement will work all holidays that fall on their weekend pattern. RNs working this agreement may take vacation/holiday (effective 12-28-16 “vacation” changes to “PTO”) will be granted in order of seniority consistent with contract language, and must follow prime time and weekend limit language per section 6C. Granting of vacation (effective 12-28-16 “vacation” changes to “PTO”) is also contingent upon the employee’s eligibility and availability of hours.”

- **Section D.4 – Flexible Work Schedules:** Remove #4 in its entirety:

“Sick leave shall be accrued at a rate proportionate to that specified in Section 7 for registered nurses who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate. (Effective 12-28-16 “sick pay/leave” changes to “PTO” and will be accrued and paid according to the PTO policy as referenced in Article 8).”

- **Section D.5 – Flexible Work Schedules:** Remove #5 in its entirety:

“Vacation (effective 12-28-16 “vacation” changes to “PTO”) shall accrue at the rate proportionate to that specified in Section 8 for registered nurses not working a flexible schedule and shall be granted in a manner to provide a registered nurse an equal amount of calendar time off as provided in Section 8.”

- **Section D.10 – Flexible Work Schedules:** Amend as follows:

“There shall be no discrimination by the Hospital against any nurse who declines to volunteer for a flexible work schedule ~~or who revokes a prior election in the manner provided herein.~~ In establishing a flexible schedule, the Hospital will avoid any disruptive impact on a nurse who declines to participate in flexible schedules.”

### 3) **Article 3 – Salary.**

- **Section B – Shift Differentials:** Delete last paragraph “Nurses working permanently on the evening or night shift shall have premium included as part of vacation, holiday, and sick pay (effective 12-28-16 “vacation” changes to “PTO” and “holiday” and “sick pay” sunsets).”
- **Section D – Extra Weekday Shift Bonus:** Delete entire section
- **Section F – Longevity Bonus:** Delete entire section (language sunset after last payment in April 2017).
- **Section F – OR Specialty Team Lead Differential:** Delete entire section.
- **Section G – Educational Increments:** Delete entire section.

#### 4) **Article 4 – On-Call.**

- **Section A – Scheduling On-Call Duty:** Delete the 2<sup>nd</sup> paragraph:  
“Registered nurses aged 60 or over will not be required to take on-call duty. Provided, however, that with respect to the Endoscopy Unit, the age 60 and over provision shall not apply to any nurse who transfers into or is hired into that unit on or after October 1, 2016. Such nurses shall be subject to the Endoscopy Unit’s call requirements regardless of age.”

No nurse will be required to accept on-call duty that was not pre-scheduled. On-call duty that is not pre-scheduled shall be on a voluntary basis only.”

- **Section B – Establishing or Expanding On-Call Duty:** Delete entire section.
- **Section C – Off Premise On-Call Pay:** Amend as follows:

“Nurses who are required to take on-call shall, for the inconvenience of such duty, be paid four dollars and ~~seventy five sixty~~ cents ~~(\$4.75) (\$4.60)~~ per hour for on-call duty for weekdays.

~~Effective October 1, 2014, the off-premise on-call rate will be four dollars and seventy five cents (\$4.75) per hour. On Saturdays, Sundays, and holidays, nurses on-call shall be paid at the rate of six dollars and ~~twenty-five ten~~ cents ~~(\$6.25) (\$6.10)~~ per hour for on-call duty.~~

~~Effective October 1, 2014, the Saturdays, Sundays and holiday on-call rate will be increased to six dollars and twenty five cents (\$6.25) per hour.~~

If the nurse is called to work while on-call off premises, she/he will be guaranteed not less than two (2) hours pay. A nurse called to work while on-call shall be paid time and one-half the regular rate of pay for all hours worked during the on-call period. The on-call pay will not be paid for those hours where a nurse has been called to work and is being compensated as provided in this section.”

- **Section D – Crediting of On-Call Hours Towards Seniority:** Delete entire section.
- **Section F – Caesarian Section On-Premise On-Call:** Delete entire section.

## 5) Article 5 – Part-Time Nurses

- **Section B – Part-Time Sick Leave, Holidays, and Vacation (PTO):** Delete entire section. Contract language expired effective 12/28/16).
- **Section E – Crediting of Hours Towards Benefits:** Delete entire section. Have “me too” and benefit plans define eligibility.

## 6) Article 6 – Holidays.

- **Section A – Recognized Paid Holidays:** Amend as follows:

~~“Seven (7) Six (6) full holidays shall be granted: New Year’s Day, Easter, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.”~~

- **Section C – Holiday Compensation:** Amend as follows:

~~“If a nurse works a holiday including her/his birthday (effective 12-28-16 “including her/his birthday” sunsets), she/he will be paid at one and one half (1 ½) times the nurse’s regular hourly rate and in addition will be allowed to use PTO for pay consistent with organizations Paid Time Off (PTO) policy, plus holiday pay for all hours so worked (effective 12-28-16 “holiday pay for all hours so worked” sunsets).~~

~~Holiday Pay hours will not be considered hours of work for overtime purposes or included in the nurse’s FTE. Holiday hours paid for holiday hours not worked will be included in the nurse’s FTE (effective 12-28-16 this paragraph (a) sunsets).”~~

~~Effective 12-28-16, Nurses choosing to pay themselves additional PTO hours on a holiday may do so however, that pay will not be considered towards overtime and/or included as part of their FTE.”~~

- ## 7) Article 7 – Sick Leave/Sick Calls. Remove entire section. The first paragraph sunset effective 12/28/16 and the second paragraph can be managed by a staffing task.

## 8) Article 8 – Vacations/Paid Time Off/PTO.

- **Section B – Terminal Vacation Pay:** Delete entire section. We pay terminal vacation regardless of notice period. This section is not accurate.
- **Section C – Vacation Scheduling:** Amend as follows:

~~“The scheduling of earned PTO vacations (effective 12-28-16 ‘vacation’ changes to ‘PTO’) shall be determined primarily by the availability of RN staff to provide patient care on each nursing unit. Nurses may request up to two (2) weekends of PTO per year. Vacations (effective 12-28-16 ‘vacation’ changes~~

to 'PTO') may be taken during a period which includes a holiday which the nurse would otherwise be scheduled to work. In such event, the Hospital may, by giving four (4) weeks notice to the nurse involved, assign another nurse to work the holiday. If a holiday falls during a nurse's vacation (effective 12-28-16 'vacation' changes to 'scheduled time away'), one (1) day shall be added to the vacation (effective 12-28-16 'vacation' changes to 'scheduled time away').

Nurses who have been employed continuously in the Hospital for one (1) year may have one weekend per year of vacation (effective 12-28-16 'vacation' change to 'PTO') time; those who have been so employed for two (2) years (effective 12-28-16 'vacation' changes to 'PTO') may have two weekends of vacation (effective 12-28-16 'vacation' changes to 'PTO'); and those who have been so employed for three (3) years or more may have two weekends of vacation (effective 12-28-16 'vacation' changes to 'PTO'). Additional vacation (effective 12-28-16 'vacation' changes to 'PTO') weekends may be granted during non-prime vacation (effective 12-28-16 'vacation' changes to 'PTO') time (excluding May 15—September 15 and the Christmas/New Year's holiday season) at the discretion of the Hospital and if adequate staff is available to meet patient care needs.

If a nurse does not work on the nurse's regularly scheduled weekend because of voluntarily trading hours with another nurse, she or he shall not have used one of the vacation (effective 12-28-16 'vacation' changes to 'PTO') weekends. If a nurse gives away a scheduled weekend shift to another nurse, such shift shall be taken as vacation (effective 12-28-16 'vacation' change to 'PTO') or holiday hours but shall not be counted towards the allowable vacation (effective 12-28-16 'vacation' changes to 'PTO') and the reference to 'holiday hours' sunsets) weekends.

There shall be two (2) window periods per year for submitting PTO requests. Vacation (effective 12-28-16 'vacation' changes to 'PTO') requests shall be submitted in writing during the period March 1 through March 15 of each year. Requests submitted during the two (2) week window period shall be granted or denied within 1 month after the window period ends by April 15. Senior nurses shall be given preference in the selection of PTO vacation (effective 12-28-16 'vacation' changes to 'PTO') time where such request has been made during the window period March 1—March 15 period as provided in this Section. Vacation (effective 12-28-16 'vacation' changes to 'PTO') Requests submitted outside the window period subsequent to March 15 shall be granted or denied no later than thirty (30) days after the request. Seniority shall be used with respect to such request unless a prior commitment for that PTO vacation (effective 12-28-16 'vacation' changes to 'PTO') period has been made to a less senior nurse. If a nurse seeks to cancel their PTO, they must give advance notice before the final posting of the unit schedule and providing manager discretion in approving or not depending upon the timing and the schedule requirements."

9) **Article 11 – Breakage.** Amend as follows:

"It is not the policy of the Hospital to charge nurses for breakage. ~~However, in any other than in~~ cases of extreme carelessness or gross negligence, ~~the Hospital may notify the Minnesota Nurses Association and request the waiver of this provision.~~"

10) **Article 12 – Posting of Positions, Special Assignments, and Special Projects.**

- **Section A – Posting of Positions:** Amend as follows:

“A new work agreement will be given to each nurse accepting a new posting and will be made available upon request.

When a nursing position is open, notice of the availability of such position shall be posted on-line via the Hospital’s current system. Such notice shall include the classification, the number of hours per pay period, the shift or shift rotation, the length of shifts in the position, the unit or location of the available position, the contract status, and the required qualifications for the position. The notice shall be posted for seven (7) days before permanently filling the position. In order to receive seniority preference, a nurse must apply within the 7 day internal posting period.

A nurse shall be prohibited from bidding on a new position for a period of one (1) year after obtaining his/her current position. This would include bidding on a position within the nurse’s current unit with a different FTE, shift rotation or weekend.

In filling a bargaining unit position, the primary consideration shall be given to the applicant’s qualifications (knowledge, skill and abilities). Bargaining unit nurses meeting the required qualifications shall be given preference over nurses not currently employed in the bargaining unit by the Hospital; and as between nurses employed by the Hospital, preference shall be given to the most senior qualified bargaining unit nurse.

In the event that the qualifications for the position change prior to the position being filled, the Hospital agrees to withdraw the posting and repost the positions with the revised qualifications.

Per Diem nurses accrue seniority but it cannot be used except to make decisions between two (2) per diem nurses. It will be carried forward for the per diem nurse who transfers to a regularly scheduled position.

The above notwithstanding, when a flex-hour position is posted on a unit having no open unfilled FTEs, preference for the position shall be given to the most senior qualified nurse on the unit.

~~Transfer to a position for which a nurse has been selected through the posting process may not be delayed for more than 30 days without the consent of the nurse.~~

~~Open shifts of work equal to .1 FTE to .3 FTE may be posted on an individual unit and made available to nurses on that unit desiring to increase their FTE if the Hospital has assessed the need for the hours or the possible need to combine them with other open hours and still determines the individual shifts should be posted.~~

~~A registered nurse may request to decrease their FTE by .1 FTE and up to .3 FTE by submitting a request electronically. The nurse’s FTE after the reduction must equal .4 FTE or greater. If the unit is able to grant a decrease in FTE, a posting of the .1 FTE to .3 FTE increase and decrease will occur on the unit.”~~

- **Section B – Posting of Schedules:** Amend as follows:

“The ~~eight (8) week~~ final work schedule shall be posted no less later than four (4) weeks in advance of the nurses’ scheduled work hours.

~~A regularly scheduled part-time nurse desiring more work hours may request additional hours prior to the posting of the work schedule.~~

During the pre-posting period, determined through routine tasks developed and reviewed by LMC, nurses desiring extra shifts may sign up on the tentative schedule for open shifts, including those shifts tentatively assigned as extra to other part-time nurses. A nurse may sign up for extra shifts on the schedule of any unit for which the nurse is qualified.

Extra non-overtime shifts will be granted, in seniority order, first to nurses assigned to the unit having the open shift(s), then to qualified nurses from other units. The Hospital may, but is not obligated to, assign requested overtime shifts. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime work shifts before such shifts are offered to per diem nurses above their required number of shifts.

A nurse scheduled for an extra shift and subsequently canceled by the Hospital will receive seniority and benefit credit for the shift canceled. The canceled shift will not be counted as one of the four (4) allowable mandatory low-need days referred to in Section 22(B2).

~~The LMC will develop policies specifying the order in which shifts will be granted and canceled."~~

**11) Article 14 – Discipline/Termination of Employment.** Change “verbal warning” to “notification” in the 3<sup>rd</sup> paragraph.

**12) Article 15 – Leave of Absence.**

- **Section A.2:** Delete the 2<sup>nd</sup> paragraph regarding credit given for the purposes of PTO, length of service and salary increments.

- **Section A.3:** Amend as follows:

“Leaves of absence without pay of reasonable duration shall be provided nurses for the purpose of attending meetings, conferences, and conventions of the Association on a local, district, state, or national level. Nurses will submit such requests at least 60 days prior to the leave date(s). The number of nurses attending such functions shall not exceed a reasonable number at any one time and granting of such leaves shall be predicated on the Hospital’s staffing requirements.”

- **Section A.4:** Delete section.

- **Section F:** Delete section. Outdated language. Benefit credit is driven by the PTO plan.

**13) Article 16 – Drug and Alcohol Testing.** Delete current language and add the following language:

“Bargaining unit nurses will be covered by and subject to the Hospital’s Drug and Alcohol testing Policy on the same basis as it applies to non-contract employees and as may be amended from time to time by the Hospital.”

**14) Article 19 – Grievance Procedure.**

- **Section B – Step 2:** Delete 3<sup>rd</sup> paragraph related to who from the department of nursing will participate in the grievance meeting.

**15) Article 20 – Retention of Benefits.** Delete section. Benefits are completely governed by plan.

**16) Article 21 – Transfer of Benefits.** Delete section. Benefits are completely governed by plan.

**17) Article 22 – Reduction of Staff, Low-Need Days, and Layoff.**

- **Section B.1 – Voluntary Low Need Days:** Amend first paragraph as follows:

“The Hospital may, on a day-to-day basis, offer individual low-need days (voluntary) to full-time and part-time nurses. Such days shall be granted based on seniority. A nurse’s scheduled work hours lost by the voluntary low-need day shall be credited as hours of work for seniority and eligibility for and accumulation of benefits provided under this Contract, ~~including longevity increments.~~ Nurses may elect to use PTO ~~vacation or holiday time~~ or unpaid low need hours (effective 12-28-16 ‘vacation’ changes to “‘PTO’ and ‘holiday time’ sunsets”).”

- **Section B.2 – Mandatory Low need Days:** Amend first sentence of 2<sup>nd</sup> paragraph as follows:

“A nurse shall not be required to take more than ~~four (4)~~ sixty-four (64) mandatory low-need ~~days~~ hours per Contract year.”

- **Section C – Layoff:** Change reference of “Section 23” to “Section 22” (or appropriate section based on changes in the contract).

**18) Article 27 – Shift of Choice.** Delete article.

**19) Article 28 – Pension Plan/403B.** Remove sections A, B and C and amend section D as follows:

“Effective January 1, 2018 eligible nurses shall be covered by the Hospital’s retirement plan(s) under the same terms and conditions as such plans are offered to non-contract employees at other Mayo Clinic/Mayo Clinic Health System in Minnesota facilities, and as may be modified from time to time by the Hospital.”

**20) Article 30 – Nursing Care Delivery.** Change reference of “Joint Commission on Accreditation of Healthcare Organizations” to “The Joint Commission.”



**21) Article 31 – Transfers and New Positions.** Delete article.

**22) Article 32 – Charge Nurses.**

- **Section B:** Change all references of “Patient Care Manager” to “Nurse Manager”.
- **Section D:** Remove this section regarding permanent Charge Nurse positions
- **Section J:** Remove this section (see #18 related to Shift of Choice)

**23) Article 34 – Temporary Nurses.** Amend as follows:

“A temporary nurse is a nurse who is hired by the Hospital as an interim replacement or for temporary work on a pre-determined schedule which does not extend beyond ~~six (6) months~~ one (1) year. A temporary nurse, if hired permanently, shall have all vacation, holiday and sick leave benefits (effective ~~12-28-16~~ ~~‘vacation’, ‘holiday’, ‘sick leave’~~ changes to ‘PTO’) restored to the beginning of employment. Temporary nurses shall be members of the Association as provided in Section 1 of this Contract Agreement.”

**24) Article 37 – Pay for Negotiation Time.** Delete article.

**25) Article 38 – Floating.**

- **Section D:** Amend as follows:

“In deciding who floats, the following criteria must be considered:

- Skill mix needed.
- Minimum core staffing.
- Continuity.
- ~~Subject to skill mix, minimum core staffing, and continuity needs, nursing working extra shifts will be floated first before other nurses on the unit.~~
- Agency nurses, ~~extra shift nurses~~, then per diem nurses will be floated prior to other unit nurses being floated.
- Turns to float will be rotated, starting with the least senior nurse and moving up the seniority list until all have had a turn. Each unit will keep a calendar/list to determine whose turn it is to float.”

- **Section F:** Amend as follows:

“Except in extraordinary circumstances, new graduate RNs will not be required to float off their home unit for six months. ~~After the six months, they will receive a structured orientation on other medical/surgical units.”~~

- **Section H:** Delete section.

~~“Nurses floating will not be expected to be the only RN on the unit. (Women’s Center is supported by the pediatric RNs).”~~

**26) Article 39 – Duration and Renewal.** 3 year contract.

**27) Letters of Understanding.**

- **BSN Requirement for New Hires.** Amend as follows:

“Any Associate Degree nurses hired on or after ~~October 1, 2013~~ January 1, 2020 will be hired with the express understanding that the nurse must obtain her/his Bachelor of Science in Nursing Degree (BSN) within five (5) ~~six (6)~~ years of the start of the nurse’s employment or the nurse will be terminated. Those nurses hired between October 1, 2013 and December 31, 2019 will continue to have six (6) years from the start of employment to obtain her/his BSN. The provisions of this Letter of Understanding supersede Article 14 on discipline/termination of employment and any termination pursuant to this Letter of Understanding shall not be subject to the grievance and arbitration provisions contained in Article 19.”

- **Staffing and Scheduling.** Delete.
- **PTO/STD Conversion.** Delete.
- **Staffing.** Delete.
- **Unit Based Scheduling.** Delete.

**28) Appendix A – Per Diem Registered Nurses .** Delete Section 2 completely related to additional hourly rate and minimum rate of per-diem nurses. Delete subsections C, E and N under number 5. These items no longer apply.

**29) Registered Nurse Salary Charts.** Amend statement at the end of the salary charts as follows:

“Length of service increases shall be effective the first full pay period following the date on which the employee reaches the hours worked that correspond with the applicable step level (2080 hours = 1 year of service on the salary chart).”

**30) Lactation RN.** Remove Lactation nurses as recognized members of the bargaining unit.

**31) Clean-Up.** Change all references of vacation, holiday and sick pay to PTO and other sunset language as described in the contract.

The Hospital Reserves the Unconditional Right to Add to, Modify or Delete any Proposal Until a Final Agreement on a New Contract is Reached.