MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Modified Section 8 PTO (UNION #5 and EMPLOYER #8)

February 13, 2020

1. **PTO**

   **A. Paid Time Off/PTO**
   Eligible nurses shall be covered by the Hospital's Paid Time Off Plan ("PTO Plan") under the same terms and conditions as the PTO Plan is offered to non-contract employees and non-contract Allied health employees at other Mayo Clinic/Mayo Clinic Health System in Minnesota facilities, and as may be modified from time to time by the Hospital.

   **B. PTO Scheduling**

   The scheduling of earned PTO shall be determined primarily by the availability of RN staff to provide patient care on each nursing unit.

   **C. [NEW]**

   1) **Sign up periods**

   a. There shall be two (2) window periods per year for submitting PTO requests.

   b. Requests submitted during the window period shall be granted or denied within a reasonable time frame.

   2) **PTO request process**

   a. Senior nurses shall be given preference in the selection of PTO for requests submitted during the window period.

   b. Requests submitted outside of the window period shall be reviewed and processed based on first come, first served.
Mayo Clinic Health in Mankato
And
Minnesota Nurses Association

Tentative Agreement
1. The Employer agrees to withdraw E-30 (lactation RN)
2. Union agrees to withdraw U-4 (FTE Creep)

Mayo Clinic Health System Mankato
Signature

Minnesota Nurses Association
Signature
MAKO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer SECOND Modified Section 8 PTO (UNION #5 and EMPLOYER #8)

February 13, 2020

1. **PTO**

   A. **Paid Time Off/PTO**
      Eligible nurses shall be covered by the Hospital's Paid Time Off Plan ("PTO Plan") under the same terms and conditions as the PTO Plan is offered to non-contract employees and non-contract Allied health employees at other Mayo Clinic/Mayo Clinic Health System in Minnesota facilities, and as may be modified from time to time by the Hospital.

   B. **PTO Scheduling**
      The scheduling of earned PTO shall be determined primarily by the availability of RN staff to provide patient care on each nursing unit.

   C. **[NEW]**
      1) **Sign up periods**
         a. There shall be two (2) window periods per year for submitting PTO requests.
         b. Requests submitted during the window period shall be granted or denied within a reasonable time frame.
      2) **PTO request process**
         PTO requests and the granting of such requests will be administered consistent with the staffing tasks as agreed upon in LMC
         a. Senior nurses shall be given preference in the selection of PTO for requests submitted during the window period.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer FIRST REVISED Package Proposal #1

February 13, 2020

- The Employer agrees to withdraw E-3 (D) to delete extra weekday shift bonus.
- The Employer agrees to withdraw E-4 (A) first paragraph only (Re: Aged 60).
- The Employer agrees to U-2(K) revised as follows:
  - "If a nurse works an extra On-call shift at the Hospital’s request, they will qualify for the current Weekend bonus (no additional amounts paid for hours over 8) if the extra On-Call shift is worked on the weekend or the current Weekday bonus (no additional amounts paid for hours over 8) if the shift is worked on the weekday."
- Union agrees to withdraw U-2 (J) PICC Line differential.
- Union agrees to E-4 (A) second paragraph (deleting provision regarding on-call duty not pre-scheduled).
- Union agrees to E-4 (B) deleting entire section (Establishing/expanding On-Call)
- Union agrees to Employer 11, Article 14 "verbal warning" to "notification."
Counter Proposal-

1. The Employer agrees to withdraw E-3(D) to delete extra weekday shift bonus
2. Union agrees to withdraw U-2 (J) PICC line differential
3. The Union counters and replaces U-2 (k) Extra Shift On-Call Bonus with
   If a nurse in peri-op works an extra On-Call Shift at the Hospital’s request they will qualify for
   the current Weekend Bonus if the extra On-Call shift is worked on the weekend or the current
   weekday Bonus if the extra On-Call shift is worked on the weekday.
4. The Union Agrees to Employer 11 Article 14 change “verbal warning” to “notification” in the 3rd
   paragraph.
Mayo Clinic Health in Mankato  
And  
Minnesota Nurses Association

1. The Employer agrees to withdraw E-21 (to delete Article 31) Transfers and New Positions
2. The Union agrees to withdraw Union #2 (New L Preceptor Pay)
3. The Union stands by U-10
The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of appropriate of interpretation of intent if the proposal is withdrawn by the Union.
The Union Drops

UNION PROPOSAL #3

SECTION 4. ON-CALL

C. Off Premise On-Call Pay

Nurses who are required to take on-call shall, for the inconvenience of such duty, be paid four dollars and sixty cents ($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 ten cents ($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 four (4) 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.

The Employer Drops Employer proposal 4

Article 4 – On-Call.
Mayo Clinic Health in Mankato and Minnesota Nurses Association
February 13, 2019 Negotiations

Package
The Union accepts
Employer proposal 10
Article 12 – Posting of Positions, Special Assignments, and Special Projects.

Section A – Posting of Positions:
When a nursing position is open, notice of the availability of such position shall be posted online 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.

The Employer accepts
UNION PROPOSAL #2 as modified
SECTION 3. SALARY

Subsection E
New language

Nurses will not be disciplined for tardiness related to weather events. These weather events are defined by announced MNDOT road closures, weather warnings, and any other weather events significant enough that the Hospital messages nurses to plan accordingly to ensure nurses are available for their shifts.
The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of appropriate of interpretation of intent if the proposal is withdrawn by the Union.
When a significant incident of workplace violence is occurring, other hospital staff may be notified as appropriate. Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

The Employer Hospital encourages nurses who experience a confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing if appropriate. The Employer Hospital will provide training to each nurse on crisis prevention, intervention or another form of violence prevention training for nurses working on units where it has been determined that frequent incidents of workplace violence have occurred.

When it is confirmed that an employee nurse has been assaulted at work and is unable to continue working, the employee nurse will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If the nurse is able to continue working a shift, the nurse normally will not be re-assigned to that same patient for the duration of the shift without the nurse’s consent, unless the nurse’s care is vital to the patient’s health needs. Upon the nurse’s request, the Hospital will make reasonable efforts to ensure that the nurse will not be re-assigned to that patient for the duration of that patient’s hospitalization and, on a case by case basis, during future hospitalizations.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital agrees to grant the nurse up to (3) three consecutive calendar days off without loss of pay immediately following the date of the incident, in the form of paid administrative leave. The incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. If a report is made more than three days after the event (but in no event later than ten days) administrative leave shall be provided retroactively.

Following the report of a confirmed violent event, the involved nurse will be offered the opportunity to participate in a documented debrief if appropriate. Any debrief would include the 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. If a debrief is determined to be appropriate, it will be scheduled to occur within a reasonable period of time after the report of the event has been received and reasonable effort will be made to have this debrief in 72 hours after report of the event has been received.

The Employer Hospital will reimburse a nurse for the cost of replacing the nurse’s personal property which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through workers’ compensation.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Package Proposal #1

February 13, 2020

- The Employer agrees to withdraw E-3 (D) to delete extra weekday shift bonus

- Union agrees to withdraw U-2 (J) PICC Line differential and U-2 (K) Short Notice Peri-op On-call Bonus.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Package Proposal #2

February 13, 2020

- The Employer agrees to withdraw E-5(B) and re-write Article 5 (B) to clarify benefit eligibility at .5 FTE for the benefits provided in Articles 8 (PTO) and 9 (Insurance).

- Union agrees to:
  - E-2 to delete Contract section 2(D)(4)
  - E-4 to delete Contract section 4(D)
  - E-5 to delete Contract section 5(E)
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Package Proposal #3

February 13, 2020

- The Employer agrees to withdraw E-21 (to delete Art. 31 on Transfers and New Positions).

- Union agrees to withdraw:
  - U-2 (New L, Preceptor Pay)
  - U-10 (New Article on Preceptors)
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Package Proposal #4

February 13, 2020

• The Employer agrees to withdraw E-30 (Lactation RN).

• Union agrees to withdraw U-4 (FTE creep):
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

REVISED COUNTER for New Subsection E (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 Workplace Violence Policy and communicate its expectations to staff, patients and visitors.

The Hospital will maintain and reinforce a protocol for responding to emergency situations where physical violence or the threat of physical violence occurs. Nurses are expected to report all incidents of workplace violence. Management and security will coordinate follow up to any such report. A process will be maintained to record and report these incidents. Where possible, the reports should include the name of the unit/department and the nature of the incident. Reports and records regarding possible workplace violence will be reviewed by the committee/group designated to address workplace violence. As part of its work process, the committee/group will review and may recommend changes to the Hospital’s training and response programs relating to workplace violence. The union will be given the opportunity to name one bargaining unit nurse, plus one alternate, to serve on the committee/group. Minutes of each meeting will be forwarded to LMC. Bargaining unit nurses on the committee/group shall be paid for time spent in official meetings of the committee/group provided, however, that the time spent in such meetings shall not result in the nurse being paid at overtime rates.

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.

When a significant incident of workplace violence is occurring, other hospital staff may be notified as appropriate. Hospital security will be alerted and engaged as appropriate to support and promote a safe work environment.

The Hospital encourages nurses who experience a confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing if appropriate. The Hospital will provide training to each nurse on crisis prevention, intervention or another form of violence prevention training for nurses working on units where it has been determined that frequent incidents of workplace violence have occurred.
When it is confirmed that a nurse has been assaulted at work and is unable to continue working, the nurse will be given the opportunity to be free from duty without loss of pay for the remainder of that shift. If the nurse is able to continue working a shift, the nurse normally will not be re-assigned to that same patient for the duration of the shift without the nurse’s consent unless the nurse’s care is vital to the patient’s health needs. If care is vital to the patient’s health needs, the patient will be designated 2:1 (two nurses to one patient) until it is determined that the affected nurse(s) care is not vital, until its mutually determined the patient is no longer a threat, or the patient is discharged. Upon the nurse’s request, the Hospital will make reasonable efforts to ensure that the nurse will not be re-assigned to that patient for the duration of that patient’s hospitalization and, on a case by case basis, during future hospitalizations.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of the incident, the Hospital 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. The incident of workplace violence must be reported by the nurse in order to be eligible for any paid administrative leave. If a report is made more than three days after the event (but in no event later than ten days) administrative leave shall be provided retroactively.

Following the report of a confirmed violent event, the involved nurse will be offered the opportunity to participate in a documented debrief if appropriate. Any debrief would include the 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. If a debrief is determined to be appropriate, it will be scheduled to occur within a reasonable period of time after the report of the event has been received and a reasonable effort will be made to have such debrief within 72 hours after report of the has been received.

The Hospital will reimburse a nurse for the cost of replacing the nurse’s personal property which is confirmed to have been damaged due to violence in the workplace. It is understood that reimbursement under this section may be through workers’ compensation.