The Union amends U-1

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. Unanticipated overtime is defined as 15 minutes or more of required work before or after a nurse’s scheduled shift.
Proposal Package

1. The Employer agrees to withdraw E-21 (delete Art. 31 on Transfers and New Positions.)
2. The employer agrees to withdraw E-2 (Mandating Unanticipated Overtime)
3. Union agrees to E-2 (“12 hour shift” vs workday)
4. Union agree to withdraw U-2 (New L. Preceptor Pay)
5. Employer agree to U-10 (New Article on Preceptors) as modified

NEW SECTION 18 PRECEPTOR

The Employer will seek volunteers for the position of preceptor. To be considered and selected for a position of preceptor, a new graduate nurse must have been off of orientation for at least one (1) year, a nurse with previous experience must have been off orientation for at least 6 months. To be selected for the role the nurse must also demonstrate clinical competence, effective communication skills, Teamwork, professionalism, and leadership skills. If selected as a Preceptor, the nurse must complete the course offered by the Hospital.

It is preferred that a Preceptor work authorized hours of 48 to 80 per pay period. Casual and per diem staff are typically not eligible for the preceptor role unless they meet the above criteria.

During the annual performance review process, a preceptor’s Nurse manager will include an evaluation of the nurse’s ability to continue in the Preceptor role based on the needs of the unit, and the nurse precepting skills, professionalism, demonstrated leadership and the nurse’s demonstrated interest in the role.

Nothing in this article will construed to create a barrier to assuring that each unit has enough preceptors. In the event there are insufficient nurses who have volunteered to serve as Preceptors, the Employer retains the right to assign nurses to precept until the needed numbers of preceptors are in place.

The parties will review, discuss, and agree upon Preceptor training and the process to encourage nurses to volunteer as preceptors so both parties can ensure the number of preceptors are maintained to ensure a high quality or precepting and orientation.
PTO counter proposal

8. VACATIONS / PAID TIME OFF/PTO (effective 12-28-16 “vacation” changes to “PTO”):

A. Paid Time Off/PTO

Effective 12-28-16 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. Terminal Vacation PTO Pay (effective 12-28-16 “vacation” changes to “PTO”)

Nurses who have been so employed in the Hospital for one (1) year or longer shall be paid available vacation-PTO balance (effective 12-28-16 “vacation” changes to “PTO”). For purposes of this Section 8 B, nurses transferring to Mayo Clinic Health System Mankato will be given credit for prior employment with Mayo or Mayo Health System in determining whether the one year eligibility period has been satisfied.

Nurses, in order to be eligible for terminal vacation (effective 12-28-16 “vacation” changes to “PTO”), must give written notice as provided in Section 14 relating to Termination of Employment.

C. Vacation-PTO (effective 12-28-16 “vacation” changes to “PTO”) Scheduling

The scheduling of earned 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. 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-PTO (effective 12-28-16 “vacation” changes to “scheduled time away”), one (1) day shall be added to the PTO vacation (effective 12-28-16 “vacation” changes to “scheduled time away”).

During Prime Time (May 15th-September 15th) nurses who have been employed continuously in the Hospital for one (1) year may have one weekend or three (3) individual weekend shifts in which total equals one weekend per year of vacation (effective 12-28-16 “vacation” changes 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 or six (6) individual weekend shifts 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 or six weekend shifts 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 period).
season) at the discretion of the Hospital and if adequate staff is available to meet patient care needs. During non-prime time months additional weekends off shall be granted.

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” changes 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.

Vacation (effective 12-28-16 “vacation” changes to “PTO”) will be requested in 6-month time frames. One 6-month period includes the winter window period and the other includes the summer window period and those dates will align with UBS sign-up. Scheduling requests shall be submitted in writing during the period March 1 through March 15 of each year. Requests shall be granted or denied by April 15. Senior nurses shall be given preference in the selection of vacation (effective 12-28-16 “vacation” changes to “PTO”); time where such request has been made during the March 1-March 15 period as provided in this Section. Vacation (effective 12-28-16 “vacation” changes to “PTO”) requests submitted 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 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.

D. Requests submitted during the window period shall be granted or denied within thirty (30) days reasonable time frame. PTO requests period and the granting process of such requests will be administered consistent with staffing tasks as mutually agreed upon in LMC.

E. Once PTO is granted it cannot be taken back without approval of the nurse.

F. Seniority will be used with respect to granting PTO. In the case of simultaneous requests, the nurse on a unit having greater length of employment in the hospital as defined in Section 22. REDUCTION OF STAFF, LOW-NEED DAYS, AND LAYOFF: A. Seniority shall be given preference.

G. After the give back date, Nurses may pick up shifts around their PTO, but they may not eliminate the use of their PTO once approved.

H. Once PTO is granted, a nurse may give back PTO at any point in time, but no later than the designated deadline prior to the UBS sign-up period. If a request to give back PTO is after the deadline, approval is at the managers discretion.

I. PTO requests will be for full shifts only.
J. For a nurse who increases or decreases their FTE, PTO will be adjusted accordingly

K. Nurses may still request PTO outside of the defined request periods as well and will be granted first come first serve. Once PTO is granted it cannot be taken back without approval of the nurse.

L. Nurses PTO days cannot be increased or decreased without the nurse’s consent

M. Primetime PTO requests
Primetime periods, May 15 through September 15 and one week preceding Christmas through the week following New Year’s a nurse may only sign up for a maximum amount of days based on their FTE:

1. 1.0 FTE - 15 days
2. .9 FTE - 14 days
3. .8 FTE - 12 days
4. .75 FTE - 11 days
5. .7 FTE - 10 days
6. .6 FTE - 9 days
7. .5 FTE - 7 days

It is the responsibility of every nurse to check their PTO bank and be aware of how many hours they have accumulated. Use the PTO calculator to help forecast PTO accrual. If a nurse does not have enough PTO in their bank by the PTO give back day, it is their responsibility to reach out to the unit manager to discuss their PTO request(s). Managers will work with the nurse to determine how to appropriately accommodate PTO request(s).
Union counter to Employer package proposal 1 Feb 13, 2020

1. The Union agrees to Employer withdrawing E-3 (D) Weekday shift bonus
2. The Union agrees to withdrawing U-2(K) On-call Bonus
3. The Union agrees to withdraw U-2(J)PICC Line Differential
4. The Employer withdraws E-4
   a. Section A in it entirety
   b. Section B Expanding Call in it entirety
   c. Section F C-Section On-Premise On-call
5. The Union withdraws U-3 On Call pay for four (4) hours.
6. Union agree to Employer E-11 Article 14 “verbal warning” to “notification”
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer SECOND REVISED Package Proposal #3

March 3, 2020

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

- The Employer agrees to withdraw E-2A (Mandating Unanticipated Overtime)

- Union agrees to E-2A ("12 hour shift" vs. "workday")

- Union agrees to withdraw U-2 (New L, Preceptor Pay)

- Employer agrees to U-10 (New Article on Preceptors) as modified:

A. The Employer will seek volunteers for the position of preceptor. To be selected for the role of preceptor, a new graduate nurse should normally have been off of orientation for at least one (1) year and a nurse with previous experience should normally have been off of orientation for at least six (6) months. To be selected for the role, the nurse must demonstrate clinical competence, effective communication skills, teamwork, professionalism, and leadership skills. If selected as a Preceptor, the nurse must complete the course offered by the Hospital.

B. It is preferred that a preceptor have authorized work hours of 48 to 80 per pay period. Casual and per diem staff are typically not eligible for the preceptor role unless they meet the above criteria.

C. During the annual performance review process, a preceptor’s Nurse Manager will include an evaluation of the nurse’s ability to continue in the preceptor role based on the needs of the unit, and the nurse’s precepting skills, professionalism, demonstrated leadership and continuing interest in the role.

D. Nothing in this Article will be construed to create a barrier to assuring that each unit has enough preceptors. In the event there are insufficient nurses who have volunteered to serve as preceptors, the Employer retains the right to assign nurses to precept until the needed numbers of preceptors are in place.

E. The parties agree to work together in LMC to review and discuss preceptor training and a process to encourage nurses to volunteer for the role so that an adequate number of preceptors are maintained to ensure a high quality of precepting and orientation.
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. 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. 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. 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 nurse will be assigned a buddy to assure safety of that nurse until it is determined that the affected nurse(s) care is not vital, until it is 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.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

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

March 3, 2020

PAID TIME OFF/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. Terminal PTO Pay
   Nurses shall be paid available PTO balance upon termination, consistent with the Hospital’s PTO Plan.

C. 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. If a holiday falls during a nurse’s scheduled time away, one (1) day shall be added to the scheduled time away.

   Nurses who have been employed continuously in the Hospital for one (1) year may have two (2) weekends of PTO. Additional PTO weekends may be granted 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 PTO weekends. If a nurse gives away a scheduled weekend shift to another nurse, such shift shall be taken as PTO but shall not be counted towards the allowable PTO weekends.

   PTO will be requested within six (6) month timeframes. One six (6) month period will include the winter window period and the other will include the summer window period and the dates for each will align with established schedule timelines.

D. Requests submitted during the window period shall normally be granted or denied within thirty (30) days. PTO requests and the granting process for such requests will be administered by seniority and consistent with staffing tasks as mutually agreed upon in LMC.

E. After the PTO give back date, nurses may pick up shifts around their PTO, but once PTO has been approved, they may not eliminate the use of their PTO without the manager’s approval.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer SECOND REVISED Package Proposal #1

March 3, 2020

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

2. Employer E-4(A)
   
   a. Employer agrees to withdraw proposal to delete Age 60 on call provision.
   b. Union agrees to Employer proposal E-4A (to delete last paragraph of Article 4A
      referring to pre-scheduled call).
   c. Employer agrees to withdraw proposal E-4F (to delete Article 4F on C-Section
      call).

3. The Union agrees to withdraw U-2(K) On-call bonus.

4. Union agrees to withdraw U-2 (J) PICC Line differential.

5. Union agrees to Employer 11, Article 14 “verbal warning” to “notification.”

   [E-4(B) (Establishing/expanding On-call): Not part of package. The Employer will
   revise its proposal and address separately.]
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION
March 3, 2020

The Union amends U-1
Union Counter 2

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 is defined as 15 minutes or more of required work before or after a nurse’s scheduled shift.** Unanticipated overtime will not be mandated greater than once every 28 days. For procedural areas, turns 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 work unanticipated overtime.
Proposal Package
The Union will withdraw U-14 Floating
The Employer will withdraw E2(C) Meal voucher
The Employer will withdraw E-9 Breakage
The Employer will withdraw E-6 in its entirety Holiday and Holiday Pay

The union can agree to deleting the first paragraph of Article 7 but retain the second paragraph

**Article 7 SICK LEAVE / SICK CALLS**
Nurses shall be credited with one (1) day a month sick leave with pay for personal illness which shall be earned and accumulated to a maximum of sixty-five (65) days (520 hours). If there is any evidence of abuse of this privilege, a doctor’s verification may be requested. (Effective 12-28-16 this paragraph sunsets).

To be granted sick leave, a nurse shall call in at least two (2) hours before the starting time of any assigned shift with the exception of the 7:00 a.m. - 3:30 p.m. shift for which the call in time is by 5:30 a.m.
MAYO CLINIC HEALTH SYSTEM IN MANKATO
AND
MINNESOTA NURSES ASSOCIATION

Employer Package Response on Union #1 (Article 2, Unanticipated O.T.)
and Revised E-2 (C) (Article 2C, Meal vouchers)

March 3, 2020

U-1: 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. For procedural areas, unanticipated overtime of at least one (1) hour but less than four (4) hours will be rotated among nurses in the area starting with the least senior nurse and moving up the seniority list. Once every nurse has moved through the rotation the process will resume with the least senior nurse. Each unit will track unanticipated overtime to manage this process.

E-2 (C) Modified:

“In addition, a nurse who is working an extra, unanticipated overtime shift will be eligible to receive a voucher for the nurse’s personal use. (Effective October 1, 2022, the immediately preceding sentence on meal vouchers sunsets.)