Minnesota Nurses Association

Proposal to

Methodist Hospital

2022 Contract Negotiations

March 15, 2022

MINNESOTA NURSES ASSOCIATION
345 Randolph Avenue #200
St. Paul, MN 55102
651-414-2800 / 800-536-4662
Fax: 651-695-7000
# Table of Contents

- Union Proposal 1 ........................................................................................................................................ 1
- Union Proposal 2 ........................................................................................................................................ 2
- Union Proposal 3 ........................................................................................................................................ 3
- Union Proposal 4 ........................................................................................................................................ 4
- Union Proposal 5 ........................................................................................................................................ 5
- Union Proposal 6 ........................................................................................................................................ 6
- Union Proposal 7 ........................................................................................................................................ 7
- Union Proposal 8 ........................................................................................................................................ 8
- Union Proposal 9 ........................................................................................................................................ 9
- Union Proposal 10 ................................................................................................................................. 10
- Union Proposal 11 ................................................................................................................................... 11
- Union Proposal 12 ................................................................................................................................... 12
- Union Proposal 13 ................................................................................................................................... 13
- Union Proposal 14 ................................................................................................................................... 14
- Union Proposal 15 ................................................................................................................................... 16
- Union Proposal 16 ................................................................................................................................... 17
- Union Proposal 17 ................................................................................................................................... 21
- Union Proposal 18 ................................................................................................................................... 23
- Union Proposal 19 ................................................................................................................................... 29
- Union Proposal 20 ................................................................................................................................... 30
- Union Proposal 21 ................................................................................................................................... 31
- Union Proposal 22 ................................................................................................................................... 33
Union Proposal 1
Definitions

The term “full-time” applies to a nurse working or employed by the Hospital to work sixty-four eighty (6480) hours in a two-week period.

The term “part-time” applies to any nurse employed by the Hospital to work, and working less than sixty-four eighty (6480) 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.
Union Proposal 2
Article 2. Education
C. Schedule Accommodations:

A nurse making satisfactory progress toward completion of a nursing or related degree may shall have the ability to temporarily reduce hours in a manner that is mutually agreed upon between the Hospital and the nurse in order to accommodate completion of the degree. If the nurse drops below a .4 FTE the nurse will become benefit ineligible as defined by the contract.

A nurse shall may also be granted scheduling accommodations (without reduction of hours) in a manner mutually agreed upon between the nurse and the Hospital to facilitate the nurse completing the degree.

The Union proposes to modify as well as offer new language in Section 2. Education in the collective bargaining agreement to offer improvements.
Union Proposal 3

Article 3. Hours
Subsection D Bonus for Extra Unscheduled Weekend Shifts:

The Union proposes to modify as well as offer new language in Section 3. Hours in the collective bargaining agreement to offer improvements.

Article 3. Hours
New Subsection H
Flexible Work Schedules:
A nurse may not be scheduled more than three (3) consecutive days of twelve (12) hour shifts without her or his consent, except for over a four-day holiday weekend. Nurses shall not be scheduled for an 8-hour shift on the day immediately prior to or on the day immediately following the three (3) consecutive days of 12-hour scheduled shifts, except at the nurse’s request.
Union Proposal 4

Article 4. Salary

The Union proposes to modify or offer new language in Section 4, Subsection Salary A,G,K and M in the collective bargaining agreement to offer improvements in order to attract and retain qualified Registered Nurses.

Article 4. Salary
Subsection C. Recognition of Prior Experience:

Upon the employment by the Hospital of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 4 of this Agreement relating to Salary, this credit will be considered as the equivalent of employment in the Hospital.
Union Proposal 5
Article 5. On-Call
Subsection A. Off-Premises On-Call Pay:

The Union proposes to modify or as well as offer new language in Section 5. On-Call in the collective bargaining agreement to offer improvements.
Union Proposal 6
Article 8. Holidays

The Union proposes to modify language in the applicable Sections (8 Holidays) in the respective collective bargaining agreement.
Union Proposal 7

Article 9. Vacation
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.

Nurses who have vacation hours banked or will have vacation hours banked by the time their vacation starts shall be able to request and be granted a two week block off in full with no vacation days denied.

Weekend Schedules

A. Nurses working every other weekend who have three (3) or more calendar years’ service are eligible for three (3) vacation weekends or six (6) shifts of weekend vacation per year.

B. Nurses working every other weekend who have less than three (3) years of calendar years of service are eligible for two (2) vacation weekends or four (4) shifts of weekend vacations per year.

C. Nurses working every third weekend who have three (3) or more years of calendar years of service are eligible for two (2) vacation weekends, or four (4) 12-hour shifts of weekend vacation per year. Nurses working every third weekend who have less than three (3) years of calendar years service are eligible for one (1) vacation weekend or two (2) shifts of weekend vacation per year.

Earned vacation shall normally be taken within a 12-month period following the anniversary date when such vacation was earned. However, Nurses will be allowed to carry over an unlimited amount of provided, however, that earned vacation shall be carried over to a subsequent from year to 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.
Union Proposal 8

Article 10. Sick Leave

The Union proposes to modify as well as offer new language in Section 10. Sick Leave in the collective bargaining agreement to offer improvements.
Union Proposal 9

Article 13. Leave of Absence

New Section

Paid Family Leave:

All employees who work or are scheduled an average of .4 FTE or more are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child, or to care for immediate family members’ serious health conditions.

A family member’s serious health condition that qualifies for this leave is an illness, injury, impairment or physical or mental condition that involves—(A) inpatient care in a hospital, hospice or residential medical care facility; or (B) continuing treatment by a health care provider.

Leave under this section shall be limited to twelve (12) weeks of paid leave per twelve (12) month rolling period at the employee’s regular rate of pay.

No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase the length of leave for an employee. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death.

Requested bereavement leave may begin on the day following the death of the family member, and may be supplemented by other leaves.
Union Proposal 10

Article 14. Low Need Days and Layoff

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. For the purpose of this section a day includes Mandatory Low Need that is any portion of a shift. 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. No nurse shall receive more than one (1) low need day per pay period. In any case, the total of low-need days under Part E of this provision shall not exceed three (3) days 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 two (2) hours advance notice before the beginning of the shift.

Casual part-time or temporary nurses shall not be assigned to work on units for which the nurse receiving low-need days is oriented or otherwise qualified. Part-time nurses having hours reduced shall be given first opportunity for subsequent additional work hours that may become available to replace work hours lost.
Union Proposal 11

Article 16. SCHEDULES AND POSTING:
Paragraph 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) that are either partial shifts or full shifts 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.
Union Proposal 12
Article 21. Staffing and Scheduling
Subsection B.
Temporary Unit Closure:

1. The charge nurse at the behest of any floor nurses will the close the unit to admission for an undetermined amount of time. In this timeframe the Charge Nurse will evaluate the following factors to assess and determine adequacy of resources to meet patient care needs:
   - Composition of skill/roles available
   - Patient acuity
   - Experience level of RN staff
   - Unit activity level (admissions, discharges, transfers)
   - Variable staffing grids
   - Availability of an RN to accept an assignment
   - Suspension of orientation for all or a portion of a shift
   - The Unit is short staffed by greater than 5% of what is needed

   If the unit/departments staff needs are not met and if any of the following conditions apply:
   - Orientation is suspended for any portion of a shift
   - One or more nurses are working 4 or more hours beyond the end of their schedule shift
   - Nurse(s) who have worked more than 50 hours in a week
   - The unit/department is staffed at 5% below a core or target number
   - Staffing needs are not met related to increased acuity or intensity needed to provide safe patient care.

   If the above needs of concerns cannot be addressed, then the Charge nurse shall keep the Unit closed and bypass the process below.

   If resources are in question, the charge nurse and nurse manager / administrative nursing supervisor in collaboration with EC and PACU supervisors/charge nurses, will consider the following.
   - Current patient care assignments for potential redistribution
   - Ability to facilitate discharges, transfers, admissions (medical staff should be consulted)
   - Availability of additional resources
   - House-wide census and staffing and current EC wait time

2. If actions taken after consideration of these factors do not resolve the issue, then the charge nurse and with the consensus of all above, will the unit be close the unit to admissions until safe patient care can be provided for a time period not to exceed two hours, unless evaluation has reoccurred as outlined in 21.B (1). The nurse manager must be notified at time of unit closure.
Union Proposal 13

Article 33. ASSOCIATION SECURITY:

New Paragraph/Subsection

Association Master List:

Within thirty (30) days after the execution date of the Contract Agreement, the Hospital will provide the Minnesota Nurses Association with a master list of each nurse who is covered by this Agreement giving the name, address, classification, average number of hours being worked, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the name, address, classification, average number of hours being worked, and date of employment and termination for nurses who have been newly employed or whose employment has terminated or whose information as listed herein has changed. The Hospital will forward to the Association the schedule of each nurse as they are posted.
Union Proposal 14

Article 37. TEMPORARY NURSES:

During the course of the collective bargaining agreement, the employer has alleged that there is a binding past practice for the use of and employing temporary staff prior to offering work to Methodist full-time and part-time nurses. The Union’s position the Hospital’s current use of temporary nurse’s use is violation of the collective bargaining agreement. Any claims of practice contrary to the language found in Article 37 is hereby and unequivocally rejected and will be considered null and void by the Union effective on and after June 1, 2022.

The parties agree that full- and part-time registered nursing staff employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost, and to provide the necessary balance in assignment of shifts. It is understood that Hospital-employed full- and part-time float nurses are also Hospital nursing staff. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary registered nurses from outside agencies except in unavoidable situations where no other means of providing necessary staffing are available.

Such temporary nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Prior to utilizing a temporary nurse, the Hospital shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making any use of a temporary nurse, the Hospital shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. These offerings shall be made as soon as any schedule opening is discovered by the Hospital and shall be immediately communicated to the qualified Hospital nursing staff by written notice posted on the nursing service central bulletin board and on appropriate station bulletin boards. If the discovery is first made by the Hospital less than twenty-four (24) hours before the opening, the Hospital shall communicate such offering by telephone calls to the qualified Hospital nursing staff.

No Hospital staff registered nurse will be denied available work because such work would incur overtime premium. A temporary nurse shall be required to have education, prior experience, and adequate advance orientation to the clinical service and station unit in the facility to which assigned to satisfactorily perform as a staff nurse on that station unit.

A temporary nurse shall not be assigned leadership or charge nurse responsibilities but shall be expected to otherwise perform substantially the same functions as Hospital registered nursing staff members.

The Hospital shall ensure that there will not be increased assignment of any of its nursing staff to night, evening, holiday, or weekend duty as a result of the use of temporary nurse personnel.

The Hospital shall maintain all necessary steps to reduce and minimize reliance on temporary registered nurses from outside agencies. The Hospital, upon request of the Association, will furnish information with respect to the number of day, evening, night, holiday, and weekend shifts worked by temporary nurses.

If the Hospital, its parent corporation, or affiliated entity establishes or maintains a common float pool with another Contract Hospital or Hospitals to provide registered nurses to work in bargaining unit positions at any of said facilities, such nurses shall be covered in all respects by
the terms and provisions of this Contract Agreement. Seniority and the bargaining unit to which such nurses will be attached will be agreed upon by the parties.
Union Proposal 15
New Article
Labor/Management Committee

Move Labor/Management Committee into the body of the contract

The Hospitals and the Association agree that there is a need for and a mutual commitment to improving labor/management cooperation. To facilitate this, the Hospital will communicate the principles of and commitment to labor/management cooperation through its top leadership in their value/mission statements or other appropriate documents.

The Labor Management Coordinating Committee at Methodist Hospital is comprised of management and labor leaders who commit to the principles of labor/management cooperation and whose functions and responsibilities include the following:

- The LMCC functions as both a recommending committee to other clinical labor/management groups regarding clinical nursing issues and as a consensus decision making committee regarding Human Resources issues.
- Provides oversight of the work of other MNA/Methodist Hospital labor-management committees, such as:
  - Nursing Care Delivery Committee
  - Clinical Practice Committee
  - MNA Nursing Health and Safety Committee
  - Staffing Advisory Committee
- Provides a forum to address issues which are not within the scope of other labor-management committees.
- Refers unresolved issues to the appropriate labor/management committee.
- Ensures the implementation of all agreements reached during contract negotiations.
- Shares information about organizational change and initiatives for both management and labor.

The size of the Labor Management Committee is determined jointly, with the Hospital and the Minnesota Nurses Association each selecting their own representatives.
Union Proposal 16
NEW ARTICLE
UNIT STAFFING

It is understood that staffing structures and initiatives create the foundation for the delivery of safe patient care. The Hospital and the Union thereby agree to the following provisions for an inclusive approach to staffing structures and situational needs that include nurse input in all aspects of care delivery and staffing levels on units where bargaining unit nurses are scheduled.

A. Staffing Plan Review

The Union and the Hospital shall review and mutually agree on the variable or fixed staffing plans required for each unit, at minimum, on a calendar year basis. Core staffing numbers/targets/matrix/grids/HPPD calculations will not change unless there is mutual agreement between the Union and the Hospital.

Should the character of a unit change, or staff nurses deem it necessary, a structured review of that unit’s staffing plan, HPPD budgets, grid, or pattern for staffing may be initiated by either party outside of the annual grid review process. It is expressly understood that changes to any budgeted HPPD calculations will be discussed and mutually agreed to as a separate proposed change prior to any discussion or agreement regarding further changes which may be subject to amended budgeted HPPD calculations on a unit. The judgment of the staff RNs will carry authority in determining staffing levels. The responsibility for review of the reliability and validity of staffing grids, and for recommending any modifications or adjustments necessary to assure accuracy in patient care needs will be the function of the team evaluating the staffing grids.

The Labor Management Committee will determine the venue and makeup of where the discussions will take place, but all decisions made by that group will be made as recommendations to the Labor Management Committee to be adopted only via mutual agreement. If deemed necessary by the Committee, unit management will be given a list of work team members and scheduled meeting dates and will make arrangements to relieve those nurses from duty on those dates/times in order to attend. Participation in any formed or utilized group will be on paid time for any nurse attending.

Additionally, the following factors shall be considered in determining appropriate staffing levels. They include, but are not limited to:

1. Trends for all Concern for Safe Staffing forms
2. Budgeted census
3. Current HPPD calculations for the unit
4. Nursing judgement of acuity, including items such as severity of illness, multiple diagnoses, emotional support needed, teaching needs, mobility and use of 1:1s.
5. Patient volume month by month for the past twelve (12) months
6. The number of admissions, transfers and discharges per shift, per day, per month.
7. Skill mix including items such as classification of staff on the unit (including support staff), as well as the experience level of staff e.g., regular unit staff, novice staff, etc.
8. Unit geography
9. Temporary nurse usage (agency and travelers)
10. Consistent availability of other in-house resources
11. Inability to find adequate staff to fill core shifts on a regular basis.
12. Inability to meet approved staffing grids on a regular basis
13. Inability of staff nurses to take both paid and unpaid breaks on a regular basis.
14. 25% of staff working greater than 30 minutes of overtime on a particular shift on a regular basis.
15. Greater than a 15% increase or decrease in volumes for a period of one month.
16. Increased vacancy or turnover rates greater than 15%.
17. Increase in patient or family concerns for a particular unit.
18. Increase in RN work related injuries.
19. Increased trends in medication errors and falls.

In evaluating staffing plans, it is the intent and desire to reach mutual agreement about appropriate staffing. After the review process described above has occurred, the Union will issue its recommendation for changes, if any, to be made to the unit staffing grid. The Hospital designee will respond within twelve (12) workdays to the Union’s recommendation. Agreed upon action will be implemented within thirty (30) days and the agreed upon staffing grids will be placed in the appropriate manual on every nursing unit, and a copy will be provided to the Union upon request. Regardless of any mutual agreement between the Union and the Hospital, the staffing grid will not be adjusted downward unless the nurses in the department/unit vote on it through a jointly administered voting process and agree through a supermajority of those present and voting. Prior to the vote, the Hospital will provide written notification of any proposed change(s) to the Union with the reasons for the proposed change(s).

If a mutually agreeable decision cannot be reached, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) workdays.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Union.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The Hospital and the Union may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

B. Daily Staffing

The parties agree that adequate staffing on a day-to-day basis is the best method to ensure that the delivery of patient care is safe and efficient. To achieve that goal the Hospital shall adhere to the following staffing practices:

1. Units will be staffed on each shift to mutually agreed upon daily staffing targets.
2. The Hospital and Union will meet no less than annually to review and mutually agree on the daily staffing targets for each shift on each unit. These staffing targets include the creation, elimination, or filling of differing start times in units with multiple, agreed to start times.
3. The factors used to determine the daily core staffing targets shall include, but not be limited to:
   i. The bed capacity of each unit
   ii. Average daily census for each shift from the previous year
   iii. The total difference between budgeted and actual FTEs of nurses on a unit
   iv. Any changes or modification to a unit’s patient population
   v. Mandatory education and certifications requirements for Registered nurses on a unit.
   vi. The average rate of discharges and transfers from that unit in a day
   vii. The fall data trends from the previous three (3) years
   viii. The number of violent incidents on the unit in the previous three (3) years

4. It is understood that once a nurse has been confirmed for a shift that shift shall be considered a scheduled shift and may only be reduced by the Hospital through the Low Need process.

5. Scheduling targets will be reviewed before any adjustments are made, whether an increase or decrease; review of the data and indicators will be initiated and brought forward to the LMC committee.

6. If a unit is staffed below the daily core staffing target agreed to between the parties the nurses working on that unit shall receive an additional amount of pay equal to fifty ($50) per hour divided equally among the nurses on the unit for each hour the unit is below the core target.

7. The Hospital shall provide indemnification for all nurses against any malpractice suit or Board of Nursing complaint brought forth if the shift in question was one where the unit was staffed below the daily staffing target.

8. The Emergency Department Charge nurse shall have the unilateral authority to place the hospital on divert at their discretion when the unit is staffed below its daily core target.

C. High Acuity Care

The Hospital and the Association recognize that from time to time there may be patients that require higher degree of dedicated nursing care. To address these elevated needs of patients with high acuity and detailed care plans, the parties agree that the following minimum standards be set for the following patient care assignments.

1. Airborne, Enteric and/or Contact Precaution: RNs who have a patient assignment that includes a contact precaution/enteric/airborne patient shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require.

2. Violent Restraint: An RN who accepts a patient assignment where that patient is in physical restraints of any kind will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints.

3. RN Grid Escalator: For every three (3) 1:1 care assignment present on a unit during a given shift, that unit shall add one RN to the unit above what the unit matrix or hospital recommends for adequate core staffing levels.

4. Active Withdrawal: RNs who have a patient assignment that includes a patient in active withdrawal shall not be required to take on a patient assignment greater than fifty percent (50%) of what the unit matrix would normally require through the duration of the active withdrawal.

5. Diabetic Ketoacidosis Protocol: RNs who have a patient assignment that includes a diabetic ketoacidosis patient shall not be required to take on a patient assignment
greater than fifty percent (50%) of what the unit matrix would normally require until that patient’s blood sugar level is stabilized.

D. Safe Staffing

Both Parties recognize the ethical obligations inherent in the Nurse/patient relationship. It is central to the delivery of care that nurses work within a system that operates with the Precautionary Principle as its prime directive. To ensure that the rights and obligations of nurses are held in the highest regard the parties agree to the following.

1. The Nurse has the right to refuse an assignment that they do not feel prepared to assume. If the nurse receives an assignment that they judge they cannot accept safely, the nurse has the right and obligation to request and receive a modified patient assignment. A nurse who objects and requests a modified assignment shall not be subject to discipline nor sent home in response to that request.

2. It is understood that the primary function of Registered Nurses shall be to work to the top of their license. Nurses shall not be obligated to perform any task or directive that falls outside the scope of their primary function and shall not be required at any time to perform non-nursing functions that are within the job description of support staff.

3. Patient handoff is recognized as one of the most important operations that occur during the delivery of care. The complex nature of the information that is conveyed from one nurse to another when the responsibility of care is transferred cannot be understated. To ensure that patient handoff, whether it be through transfer, admission, shift change, or staffing adjustments, is comprehensive all patient handoffs shall be performed face to face between the nurse or staff member handing off the assignment and the Registered Nurse taking the assignment.

E. Patient Experience

1. The Hospital shall post publicly signage that states the staffing status of each unit on a given shift. In the event a nurse fields an inquiry from a patient, patient family member, or regulatory agent such nurses shall not be subject to discipline for explaining the definition listed herein. For this signage, the following disclosure criteria and definitions shall be used:

   i. **Red Status**: A unit on Red Status is staffed below the daily staffing targets either for RNs or Support Staff, has a unit census where all beds are either full, has one or fewer open beds, is in a Code status or reflects a unit that has been temporarily closed to new admissions or transfers by the Charge Nurse.

   ii. **Orange Status**: Orange status refers to a unit that is staffed appropriately to daily targets, but is temporarily closed to admissions or transfers, or in the determination of the Charge Nurse is experience an overall acuity level of patient care above what would be a normal level on an average shift.

   iii. **Green Status**: A green status unit is a unit that is not staffed below daily targets for any direct care position, temporarily closed to admissions, or has one or fewer open beds.
Union Proposal 17
NEW ARTICLE
RACIAL JUSTICE, EQUITY, AND INCLUSION

The Hospital and Union understand the benefits of an equitable, diversified, and inclusive workplace. The Union and Hospital agree that there shall be no discrimination by the Employer of any kind against any Registered Nurse on account of gender, race, color, creed, marital status, sex, sexual orientation, gender identity, national origin, ancestry, religion, political affiliation, medical condition, age, physical handicap, genetic information, past or current membership in the uniformed services, status as a disabled veteran or a veteran of the Vietnam era, or on account of membership or non-membership in the Association, or on account of lawful activity on behalf of, or in opposition to the Association, or any other classification protected by state or federal law or local ordinance, other than occupational qualifications and the specific provisions of this Collective Bargaining Agreement.

The Employer and the Union acknowledge that patients and staff alike deserve a diverse and valued workforce where everyone is treated with respect, dignity, and equity. Employees are entitled to a just and supportive work environment, where they are treated with dignity and respect, regardless of sex, gender identity/expression, sexual orientation, race, color, creed, religion, national origin, age, disability, marital status or any other protected characteristic.

To ensure best practices and mutual work on achieving an equitable and inclusive work environment the Hospital and the Union agree to the following provision:

A. Equity, Diversity, and Inclusion Committee

The parties commit to creating a diverse committee which will be empowered to review and make changes to Hospital policies and procedures regarding equity and inclusion. This committee will continuously study and conduct needs assessments in relation to Equity, Diversity, Inclusion practices and will retain the ability to identify additional areas of opportunity for improvement.

This committee will be combined of the following:

1. Three (3) Hospital representatives, of the Hospital’s choosing.
2. Three (3) representatives of community organizations, to be chosen jointly by the Union and Hospital.
3. Three (3) Union representatives, of the Union’s choosing.

Union representatives will be provided a reasonable amount of paid time to carry out Committee responsibilities including, but not limited to, preparing for and participating in Committee meetings, trainings, and other committee activities. The Committee shall meet as determined by the parties, but no less than quarterly during each fiscal year. The scope of topics includes, but is not limited to:

1. Participate in the development, review, and implementation of initiatives in response to information gathered from the Hospital’s annual Community Health Needs Assessment (CHNA).
2. Create action plans, policies, and procedures to address any identified opportunities in the CHNA report with the intent to help meet the needs of the community.
3. Create a standardized process for investigating racial harassment and discrimination.
   i. The results and a detailed report of each investigation will be forwarded to the Union Chairpersons and the local Racial Equity Steward.
4. Create and implement Equity, Diversity, and Inclusion trainings, which will be made available to hospital employees, leadership, community partners, and the Union at least annually or as deemed necessary by the Committee.
5. The committee will develop a Blind Resume Review process, which would ensure equitable hiring practices and minimize potential discrimination related to Age, Gender, Race, Disability, Sexual Orientation, Religion, and all other protected classes. 
6. Blind Resume Review is defined as the removal of first and last name, address, dates of previous employment, education dates, and all information that might identify an applicant’s age, race, gender, sexual orientation, disability, veteran status, and cultural and/or religious background. This process is completed prior to hiring managers and other decision makers receiving resumes and determining interview eligibility. This blind resume process shall apply to new hires, as well as transfers within the Hospital.

B. Education
   It is understood by all parties that continuing education is the most proactive way to ensure inclusive and equitable workplace. The Hospital therefore agrees to the following:
   1. At least annually, the Hospital shall provide mandatory in-person diversity training for staff, which encompasses the following topics, at a minimum:
      a. Mandatory implicit bias assessment and training.
      b. Examples of and strategies for dealing with racism directed at staff from patients.
      c. Examples of and strategies for dealing with lateral violence and lateral racism between employees.
      d. Examples of and an action plan to end medical racism enacted on patients.
      e. Transgender patient care

C. Equity Steward
   The Hospital shall provide a .2 paid-time FTE for an MNA Equity Steward. The Equity Steward will be determined exclusively by the Union. The Equity Steward will carry out responsibilities including, but not limited to the following:
   1. Meeting with Nurses who have raised concerns about being subjected to racism
   2. Review all investigations into racial discrimination or harassment
   3. Helping to identify, respond to and resolve incidents of racial/ethnic/cultural bias, discrimination
   4. Chair the Equity, Diversity, and Inclusion Committee
   5. Attending meetings with Management to develop culturally relevant anti discrimination/bias policies and trainings.
Union Proposal 18
New Section
Pandemic, Epidemic, and Emergent Outbreak

The purpose and intent of this Agreement between the Minnesota Nurses Association (MNA) and Methodist Hospital is to provide a consistent framework and processes for response, staffing, and other related terms and conditions of employment in a pandemic, epidemic and/or emergent outbreak emergency response event for MNA bargaining unit members.

1. Preparedness and Safety:

   A. Preparedness:

      i. As part of the parties’ current Nursing Health and Safety Committee there shall be time dedicated on a quarterly basis to discuss, establish, and review plans as they related to pandemic, epidemic and emergency outbreak responses that are intended to protect patients, families, staff and etc. The Health & Safety group will also make recommendations and implement measure at the Hospital in areas that require increased infection control; specific safety measures; PPE allocation, distribution, and conservation.

      ii. Hospital and MNA will jointly develop a definition of essential nursing care and nursing charting to be provided in an Emergency Response situation by January 1, 2023. This definition will include which tasks may be delegated under specific pandemic, epidemic and/or emergent outbreak emergency response situations.

      iii. The parties agree to establish a voluntary pool of registered nurses at each facility who agree to be a member of a Pandemic, Epidemic and Emergent Outbreak Voluntary Emergency Response Team which will report to duty on short notice for emergency response situations.

      The Response Team would:

        a. Work twelve (12) hours on, twelve (12) hours off shifts during a 96-hour period of an emergency response situation. An additional 96-hour rotation may be added after the employee has had four (4) twelve (12) hour shifts of rest.

        b. Receive training for Emergency Department support.

        c. Receive additional training on infection control, hazardous chemicals, harmful physical agents, use of PPE, and other necessary information.

        d. Become a Resource nurse to other staff and may include assisting with training other staff as needed

   B. Safety:

      In implementing pandemic, epidemic and/or emergent outbreak process, it is explicitly agreed that the health and safety of employees is a priority. To that end, the employer
will have on hand at all times, six (6) months’ worth of necessary personal protective equipment necessary to equip RNs, including N95s, face shields, disposable gowns and gloves, PAPRS, etc. If highest level of PPE at any time becomes unavailable, RNs shall be permitted to provide their own while the employer makes all attempts to secure the needed PPE and the RN shall be reimbursed by the employer.

Further, the employer shall provide Hospital-laundered scrubs to any Registered Nurse caring for any patient during a pandemic, epidemic and/or emergent outbreak, as well as provide to any requesting Registered Nurse a hotel voucher free of charge. The purpose of such hotel voucher is to assist in containment and prevent further exposure. Any Registered Nurse who utilizes the hotel voucher will not be considered to be in “on-call” status unless the RN is scheduled to be on-call or volunteers to be on-call.

Additionally, during any pandemic, epidemic or emergent outbreak, all visitors shall be pre-screened, including asymptomatic persons. Prescreening shall include an attestation that the visitor is free of a list of possible symptoms; a declaration of any contact in last thirty (30) days and a declaration of any testing in the last fourteen (14) days. Additionally, all visitors shall be required to don a medical grade mask for all time spent within the facility.

The hospital shall increase security presence in the ED, hospital exits, and by a total of 25% throughout the hospital units during any sustained emergency.

The Employer will provide a workplace adequately ventilated to meet the Center for Disease Control (CDC) guidelines regarding infection transmissibility. An Ill, Injured, or Disabled Nurses Advocate shall be filled at a 0.4 FTE paid by the hospital. The purpose of this position shall, include, but not be limited to, assisting in establishing effective communication between Employee Occupational Health (EEOH) and/or the hospital, and the individual nurse; be part of conflict resolution between the nurse and EEOH and/or the hospital as necessary; ensure that the contractual rights of the nurse are upheld; participate, as needed or requested, on any committee or task force concerning health and safety, work and non-work related injuries, disability or retraining issues; provide as needed education on issues affecting ill, injured or disabled nurses; and work with affected Registered Nurses with processing forms, documents, and/or applications related to illness, injury, or disability.

2. Reporting

During any epidemic, pandemic, or an emergent outbreak the employer shall provide on an ongoing monthly basis to the Union how many patients presented at the ED; were boarded in the ED; admitted to the hospital; any hospital-acquired infections; and average length of stay for epidemic, pandemic, or an emergency outbreak patients.

The employer will also report an ongoing monthly basis the total number of open shifts by shift; the number of temporary (agency, traveler, RNs acquired through state contracts, non-contract RNs from other areas of the organization, etc.) nurses broken down by type of temporary nurses, as well as the unit the nurse has been assigned; the total number of times in which hospital management attempted to secure extra staff but were unable; the
number of times management acted in a bargaining unit position; and total number of instances in which PPE was requested but was unavailable.

The employer will also report an ongoing monthly basis a list of all bargaining unit members that have cared for a positive patient, to include dates and shifts in which the care occurred as well as the nursing unit. Additionally, the employer will also provide the names of each bargaining unit member that was required to quarantine due to exposure or suspected exposure, as well as the dates and length of time for each quarantine period covered.

3. Pandemic, Epidemic and/or Emergent Outbreak Nursing:

Hospital shall be staffed up by at least 15% of Registered Nurses to account for increasing acuity, nurse fatigue and illness, as well as the need for MNA RNs to voluntarily be shifted into different work areas and expectations of care.

On units in which Registered Nurses are caring for both patients and PUI (persons under investigation) patients, and in order to ensure that patient assignments are not a mix of patients, the employer will increase Registered Nurse staff on those units by no less than twenty-five percent (25%) at all times.

The employer will make every effort to immediately isolate and cohort PUI and positive patients.

High-risk Registered Nurses, including pregnant RNs, will not be required to care for PUI or positive patients without the RN’s consent. Instead, those RNs will be offered accommodations, including modifications to the RN’s current work arrangement or modification to include a reassignment of work to mitigate workplace exposure until the science supports otherwise.

The Union will be afforded the opportunity to appoint MNA RNs as part of those RNs’ FTE to any employer-created incident command center in order to provide feedback from the bedside nurse perspective.

For the duration of a pandemic, epidemic, or emergent outbreak as designated by the World Health Organization, state or federal agencies, no layoffs, restructures or hospital closures shall occur. The priority will be providing the highest level of patient care, and to avoid diversion and boarding.

To ensure all parties have the greatest understanding of the state of the Hospitals and level of pandemic or outbreak two (2) MNA registered nurses (designated by the Union) will be on a regional health system emergency decision-making body as well as community and governmental officials.

4. Pay Protection and Benefits:

Employees will not be required to take PTO, sick, vacation, Safe and Sick Time or a leave of absence for any time missed if they are scheduled to work after being exposed and/or
diagnosed with a contagious disease and are subject to a quarantine prescribed by the WHO, federal or state public health agency, and/or employer.

During any pandemic, epidemic or emergent outbreak, any Registered Nurse or Registered Nurse’s immediately family member that becomes ill will presumed to have been exposed to the contagious disease through the Registered Nurse’s employment, and all pay and benefits shall be paid by the employer for the entirety of the illness or quarantine period.

If the employer secures temporary Registered Nurses to fill core nursing positions within a unit, MNA bargaining unit nurses working on those units will be paid at a rate equivalent to the traveling Registered Nurses for the duration of the temporary RN contract as long as the rate is higher than the RN’s rate of pay. For the purposes of this stipulation, temporary RNs shall include but not limited to agency, traveler, RNs acquired through state contracts, and non-contract RNs from other areas of the organization.

For the duration of a pandemic, epidemic, or emergent outbreak, all Registered Nurses shall be entitled to receive hazard pay in the amount of $25 (twenty-five) per hour in addition to the Registered Nurse’s regular rate of pay, and any differentials and/or bonuses.

Over the course of a pandemic, epidemic, or emergent outbreak, the employer will temporarily increase the life insurance coverage to five (5) times the nurse’s annual salary at no cost to the nurse.

The employer will make available to all MNA bargaining unit nurses all necessary estate planning services free of charge. Those services include, but are not limited to, durable power of attorney for health care, financial power of attorney, will and revocable trust, and letter of intent.

In the event of any bargaining unit nurse’s death due the disease responsible for the pandemic, epidemic, or emergent outbreak, or complications rising there from, the employer will payout any sick leave balance to the registered nurse’s beneficiary, as well as any longevity bonus that might have been paid out at the end of the calendar year. Furthermore, if the nurse was enrolled in a family health insurance plan at the time of their death, the employer will bear the entire costs of continuing that health insurance coverage for no less than eighteen (18) months.

5. Restoring and Recognizing COVID Sacrifice:

The parties recognize the trauma and intense stress suffered by many RNs as a direct result of the COVID-19 pandemic. In an effort to recognize that trauma, the parties agree to the following:

A. Recognition Bonus

While no dollar amount can reflect the sacrifice and lifelong effect of working in a pandemic environment, the parties agree that these frontline Registered Nurses have
earned a recognition bonus to recognize their continuing tireless work and dedication during the ongoing pandemic.

Therefore, all RNs employed prior to May 31, 2022 shall receive a $10,000 recognition bonus prorated to the RN’s average FTE worked from May 31, 2020 through May 31, 2022 up to 1.0 FTE.

B. Restoring Sick Hours

Too many Registered Nurses were required to exhaust their sick leave banks in the past two years between quarantine, their own illness or caring for family members.

Therefore, RNs employed prior to May 31, 2022 shall receive 14 additional days to each RN’s sick time bank prorated to the average FTE worked from May 31, 2020 through May 31, 2022 up to 1.0 FTE. Registered Nurses working 8-hour shifts shall receive 14 8-hour days and Registered Nurses working 12-hour shifts shall receive 14 12-hour days.

C. Ongoing Mental Health Support

Registered Nurses and their families shall have ongoing access to mental health resources, including but not limited to ongoing therapy and treatment at no cost to the RN.

D. COVID-19 Pay

The unprecedented nature of the COVID-19 pandemic and the continuing changes in recommendations from the CDC and the Minnesota Department of Health resulted in gaps in the operationalizing of contract language requiring the employer to keep all Registered Nurses whole for any loss of salary and benefits due to Workplace Exposure.

Therefore, the parties agree that the employer will ensure that all Registered Nurses experiencing a loss of salary and benefits due to a workplace exposure, including quarantine, will be made whole. The employer will work to verify all Registered Nurses placed on quarantine and/or those that tested positive from March 11, 2020 through May 31, 2022 were compensated and credited appropriately no later than July 1, 2022.

Upon completion of the employer’s verification, the employer will provide a list to the Union detailing all Registered Nurses compensated under the workplace exposure language, the dates of eligibility, total hours of eligibility, the Registered Nurse’s rate of pay, and the total dollar amount paid to the Registered Nurse.

E. Sabbatical Leave

Recognizing the sacrifice, trauma, and subsequent burnout of Registered Nurses experienced over the last two years, the parties agree that the introduction of a sabbatical leave is intended to provide Registered Nurses with an opportunity for necessary respite and recovery to ensure a staff member remains a Registered Nurse in
the future. Such leaves shall be granted in increments of (twelve) 12 weeks for up to one (1) year.

1. Eligibility

All Registered Nurse employed prior to May 31, 2022 at the hospital shall be eligible for a paid sabbatical leave at their current FTE.

2. Conditions

An individual on sabbatical leave is generally not to work as a Registered Nurse at another health system’s facility.

A Registered Nurse on sabbatical leave shall be eligible to receive pay for up to twelve (12) weeks, though those twelve (12) weeks are not required to be concurrent.

Time on sabbatical leave shall be considered as continuous service and all time spent on a sabbatical leave shall be counted toward seniority hours. For any paid leave time, the RN shall continue to accrue vacation and sick time. All insurance benefits shall continue during the period of the sabbatical leave. Upon completion of such leave, the Registered Nurse shall return to their previous position (classification, unit, FTE, and shift).
Union Proposal 19

ARTICLE 39. DURATION AND RENEWAL:

Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2021, through and including May 31, 2025. 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, 2025, 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 2021.
Union Proposal 20

Renewal of all Letters of Understanding (except Labor/Management Committee which has been proposed to be moved into the body on the contract) that are set to expire with the expiration of the 2019-2022 collective bargaining agreement between Methodist Hospital and the Minnesota Nurses Association.
Union Proposal 21
LETTER OF UNDERSTANDING: Designated Resource Nurse

During the negotiations for the 2022-2025 contract between Methodist Hospital and the Minnesota Nurses Association, the following agreements were reached regarding Designated Resource Nurses:

The Hospital will 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 utilized as an additional resource to augment the provision of patient care. The Designated Resource Nurse shall not be 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.

Designated Resource Scheduling Guidelines.

1. If a Unit has at least one nurse in orientation working the floor, this equals one (1) DRN that cannot be pulled.
2. If a Unit has 3 more admissions on the floor or a unit has 3 or more admissions scheduled to arrive to floor on any shift, this equals one (1) DRN to be assigned to that Unit and that DRN cannot be pulled.
3. If a unit has 3 or more COVID patients this unit will have one (1) DRN assigned to that unit and that DRN cannot be pulled.
4. If a unit has patient census of 90% or greater that Unit will have one (1) DRN assigned to that floor and that DRN that cannot be pulled.

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;

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 after no later than thirty (30) days following ratification of the 2022-2025 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 2022 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. Emergency Center, Operating Room and/or procedural areas are holding patients for an excessive amount of time.

Thereafter and for the life of the current CBA, LMC will continue to analyze data, assess the success of efforts to maximize the utilization of DRNs and may mutually agree upon other modification to the plan.
Union Proposal 22

LETTER OF UNDERSTANDING: Injured, Ill, or Disabled Nurse

Amended 2022

The Hospital and the Association have identified shared interests that relate to maintaining an injured, ill, or disabled nurse’s ability to continue meaningful productive work in a professional role which accommodates the nurse’s disability and/or restriction(s). To that end, the parties further agree to the following:

1. In all situations where there is a need to make accommodation to disability and/or restriction(s), the nurse will be advised of the nurse’s right to Minnesota Nurses Association representation. Written notice of any accommodation of a nurse for a period of greater than two (2) weeks will be provided to the Association.

2. The Association will be provided with all relevant information requested related to the accommodation of the Registered Nurse. Medical information will be released subject to written authorization of the nurse. Consistent with their status as employer and bargaining representative, respectively, the Hospital and the Minnesota Nurses Association will respect any confidential information being considered or disclosed.

3. Nurses will be accommodated on an individual basis, with a focus on the nurse’s ability, rather than disability.

4. Upon request of the Hospital, the Minnesota Nurses Association will waive the posting requirements of Section 16, “Schedules and Postings,” relative to selected new or existing open positions which would allow the Hospital to accommodate a nurse who is currently a member of the bargaining unit in a bargaining unit position. Open positions across Park Nicollet that could accommodate the restrictions of the ill, injured, or disabled nurse will be made available to such nurses.

5. A nurse who has not been, or in the future may not be, accommodated in a bargaining unit position retains bargaining unit seniority for all purposes for as long as the nurse is accommodated outside the bargaining unit. The nurse shall be given preference in returning to any new or existing open bargaining unit position within four (4) years where the nurse is qualified and can be accommodated. (See Section 14 A2 for orientation requirements).

6. Ill, injured, or disabled nurses accepting alternate work for a temporary period of time will remain in the bargaining unit unless the work that is assumed is managerial.

7. The Hospital will make every effort to make short-term projects available for those nurses who are temporarily unable to return to their position due to illness, injury, or disability.
8. Ill, injured, or disabled nurses’ job assignments may be jointly developed by the Minnesota Nurses Association, the Hospital, and the affected Registered Nurse. The affected nurse’s daily assignment shall be developed through discussions in the unit during report.

9. Nurse Advocate
   A. .2 FTE(s) of a nurse’s scheduled FTE per pay period shall be dedicated to but not limited to.
      1. Advocating, assisting, and advising nurses who are injured or have prolonged medical issues but are able to work.
      2. Assisting with nurses who need to transfer from bedside work to other positions to maintain employment.
      3. Will meet with nurse and hospital to work out accommodation and progress back to unrestricted work.
   B. This position shall be appointed by the MNA chairs or held by a current MNA chair.
   C. This nurse advocate will work closely with EHOS to ensure safe patient moving processes, equipment, studies are continuously evaluated, available, and adequate.

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 interpretation of intent if the proposal is withdrawn by the Union.