Minneapolis Nurses Association  
And  
North Memorial Health  

March 15, 2022  

EMPLOYER'S FIRST SET OF PROPOSALS  

E-1) Article 8 – Breaks  

*Modify Article 8 to read as follows:*  

The parties agree that each unit, as of June 1, 1998, shall establish a plan for Registered Nurses to receive one (1) duty-free (unavailable for patient care) 15-minute break for each four (4) hours worked and an unpaid duty-free thirty- (30) minute meal break for each scheduled eight- (8) hour shift. The meal break will extend the scheduled shift time by one-half (1/2) hour and, if a nurse does not receive this meal break, she or he will be paid for the additional one-half (1/2) hour on duty time as provided in the section related to salary. If no duty-free meal break is included in the scheduled time for any specified shift, that scheduled shift time will not be extended. A nurse will not be required to remain on the unit during any unpaid break. The plan shall include a definition of a break by management and the Registered Nurses on each unit. In addition, the plan will include what coverage will be made available, including contacting the USC, Manager, and Administrative Manager. The Employer will make every attempt to provide relief for the nurse, but if resources cannot be obtained, the nurse will be compensated for each fifteen- (15) minute break not taken.  

E-2) Article 9(J) – Shift Differentials  

*Modify Article 9(J) to read as follows:*  

Article 9(J). Shift Differential  

Shift Differential  
Nurses rotating to the evening shift shall be paid a shift differential at the rate of one dollar and twenty-five cents ($1.25) an hour.  

Nurses rotating to the night shift shall be paid a shift differential at the rate of two dollars ($2.00) per hour.  

Nurses who agree to work twelve (12) consecutive weeks or more on the evening shift *(corresponding to two six- (6) week schedules)* shall be paid a shift differential of two dollars and seventy-five cents ($2.75) an hour.
Nurses who agree to work twelve (12) consecutive weeks or more on the night shift (corresponding to two six- (6) week schedules) shall be paid a shift differential of four dollars ($4) per hour.

Nurses who work twelve (12) consecutive weeks (corresponding to two six- (6) week schedules) of evening/night rotations will receive the straight night differential.

If a nurse who works a rotating schedule is assigned greater than 50% of his/her hours on the evening or night shifts for twelve (12) consecutive weeks or more, the nurse will receive the corresponding straight evening or straight night differential. For example, if a rotator is assigned 25 night shifts out of 48 total shifts during a 12-consecutive week period, such nurse would receive the straight night differential for these 25 work shifts.

E-3) Article 11 - CASUAL PART-TIME (CPT)

Modify Article 11(A)(7) to read as follows:

A shift for which a casual part-time (CPT) nurse received a capacity bonus under Article 14 of this Agreement or a CNI bonus under Article 15 of this Agreement shall not count towards the minimum work requirements for the CPT nurse set forth in this Article 11. A CPT nurse must meet all requirements set forth in this Article 11 without including or counting shifts for which the CPT nurse received a capacity or CNI bonus.

E-4) Article 14 – CAPACITY BONUS

Modify the last paragraph of Article 14 to read as follows:

CPT RNs who have not met their work agreement for the previous four- (4) week schedule will not be eligible for any capacity bonus shifts. If an RN works a capacity bonus shift and subsequently in the same pay period calls in and misses a shift sick, the capacity bonus pay will be forfeited unless a medical statement is provided.

E-5) Article 15 – CORE NEEDS INCENTIVE

Modify Article 15 to read as follows:

If an RN works a CNI shift and subsequently in the same pay period calls in and misses a shift sick, the CNI pay will be forfeited unless a medical statement is provided.

E-6) Articles 15 – CORE NEEDS INCENTIVE

Modify Article 15(f) to read as follows:
Unless management, in its sole discretion, determines to make an exception due to staffing needs, RNs are not eligible for this program for 90 days after they have voluntarily reduced their work agreements.

E-7) Articles 16 and 28

Modify the following articles (and any others where paper postings is mentioned) to read as follows:

16. Temporary Nurses
These offerings shall be made as soon as any schedule opening is discovered by the Employer and shall be immediately communicated to the qualified Hospital nursing staff by electronic notice written notice posted on the nursing service central bulletin board and on appropriate station bulletin boards.

28. A Posting and Filling of Positions
If a nursing position is or will be open, the Hospital will electronically post post on the bulletin board a notice for a period of seven (7) calendar days before permanently filling the position.

E-8) Article 17 - ON-CALL DUTY

Modify the last paragraph of Article 17 to read as follows:

A nurse who has attained the age of sixty (60) shall not be required to take on call duty. A nurse with 25 years of uninterrupted service or more in a position covered by this Agreement may request to opt out of the call rotation. A request from an eligible nurse will be reviewed by the LMC to determine if it would be feasible within the department. If the respective LMC determines that the patient care needs and staffing requirements could be met, then the other nurses in the affected department will vote whether or not to approve the request. A majority vote of those nurses voting will be required for approval. Any decision to allow an eligible nurse to opt out of the call rotation will be reviewed at least annually by the department and may be rescinded as needed to meet changing needs. Any decision to rescind will be at the sole discretion of management and not subject to the grievance procedures.

E-9) Article 25 – FLEXIBLE WORK SCHEDULES

Modify Article 25(A) to read as follows:

25.A. RN Review of Alternate Work Schedules
A nurse shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The nurse may limit her or his agreement to specific types of flexible schedules. The Employer shall retain written documentation that a nurse has agreed to a flexible work schedule and the type of flexible schedule to which the nurse has agreed. A nurse electing to work schedules under this section may revoke such election by giving the Employer written notice of at least four (4) weeks prior to the effective date of the Employer's next posted schedule of work hours. Provided, however, that in no event shall more than six (6) weeks' notice of revocation be required.

E-10) Article 32 – SICK TIME

Delete section 32(C) - Compensation for Unused Sick Leave.

E-11) Article 34(D) - Low-Need Days and Layoff

Modify Article 34(D) to read as follows:

D. 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 Employer to take more than seventy-two (72) twenty-four (24) hours per Contract year. If the least senior part-time nurse on a particular unit and shift has been assigned twenty-four (24) hours of low-need, the next least senior part-time nurse scheduled for the particular unit and shift may be assigned the low-need day. In any case, the total of low-need days of this provision shall not exceed seventy-two (72) twenty-four (24) hours 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 D 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.
E-12) Article 35 - JOB PROTECTION, MERGERS, AND REDUCTION OF BEDS

Delete section 35(E) (Offer of Employment in Other Contracting Hospitals).

E-13) Article 49 - RIGHTS OF THE CHEMICALLY DEPENDENT, PHYSICALLY IMPAIRED, AND THE MENTAL HEALTH IMPAIRED REGISTERED NURSE

Modify paragraph 5 of Article 49 to read as follows:

A return-to-work agreement will be developed when the RN, MNA Chairperson, Health Care Provider, HPSP, and the Unit Management agree that the RN is ready to return to duty. Accommodations may be made to ensure success upon return to work and accommodate practice restrictions. These may include, but are not limited to, temporary decrease in scheduled hours, shift changes, reduction in shift length, and schedule accommodations to meet the RN’s need to attend therapy or counseling. Only the manager or director may complete the work site monitor report for HPSP. If the diversion of drugs occurred, the RN may be involved in Performance Improvement. Theft of drugs for self-use will not be cause for termination on a first-time offense.

E-14) Article 52 – INSURANCE BENEFITS

Insert the following language to the first paragraph of Article 52(A):

A. Hospitalization Insurance

Effective during the open enrollment period for Plan Year 2023, nurses will be offered the opportunity to enroll in the North Memorial Health Non-Contract Plan as an additional insurance option to those provided below. The Employer shall have the right to change this insurance program and/or select an alternate carrier during the term of this Agreement, and a nurse’s voluntary enrollment in this insurance shall not be considered a diminishment of benefits. In addition, the Employer shall provide nurses the benefits contained in the Employer’s Group Hospitalization and Medical Insurance Program existing from time to time on the following basis: ...

E-15) ARTICLE 57 – AIR CARE

Delete sections 57B (Outstate Schedules), C (Metro Schedules), and G (Non Flight Time).

E-16) ARTICLE 64 – DURATION AND RENEWAL

Modify Article 64 to read as follows:
Except as otherwise herein provided, this Agreement will be in full force and effect from June 1, 2022, 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 initial proposals shall be submitted on or before March 15 of the year the Contract has been reopened—exchanged on the first day of negotiations for a successor agreement, unless the parties agree to exchange proposals at a different time and/or in a different manner.

The Employer reserves the unconditional right to add to, delete, or modify any of these proposals prior to a final agreement on all terms.