

Allina Health
2019 Metro MNA Negotiations
Third Written Response to Union Proposals
April 3, 2019

Time: _____

Allina Health responds to the union's proposals as set forth below.

Mercy Union Proposal #12: Allina Health will agree to modify the posting of work schedules provisions as described below:

Abbott Northwestern/PEI:

16. SCHEDULES AND POSTING:

A. Posting of Work Schedules:

Time schedules shall be posted ~~fourteen~~ twenty-eight (1428) calendar days in advance of the nurse's scheduled work. Schedules will be for either four (4) or six (6) week periods. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

Mercy:

17. SCHEDULES AND POSTING

- A. Posting of Work Schedules: Time schedules shall be posted ~~fourteen~~ twenty-eight (1428) calendar days in advance of the nurse's scheduled work. Schedules will be for either four (4) or six (6) week periods. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

Unity:

4. SCHEDULES AND POSTING:

A. **Posting of Work Schedules:**

Time schedules shall be posted ~~fourteen~~ twenty-eight (1428) calendar days in advance of the nurse's scheduled work. Schedules will be for either four (4) or six (6) week periods. The posted schedule of hours shall not be changed without consent of the affected nurse(s).

United:

16. SCHEDULES AND POSTING

——(a)—— -Posting of Time Schedule: The time schedule shall be posted ~~fourteen~~ twenty-eight (1428) calendar days in advance of the nurse's scheduled work. Schedules will be for either four (4) or six (6) week periods.

IF The union agrees to Item 2 (Extra Hours) from Allina's First Proposal dated March 15, 2019.

ML Union Proposal #20: Allina Health will agree to modify the introductory section of the on-call articles as described in the attached Exhibit 4, if the union agrees to Item 8 (Sick Call Notice) from Allina's First Proposal dated March 15, 2019.

Allina Health will provide proposals on certain economic items, including wages, at a later time.

Allina Health reserves the right to propose language "clean up" items and to agree to make technical corrections during the contract drafting process.

Allina Health reserves the right to add, subtract, or modify its proposals and the right to make counter-proposals regarding any proposals submitted by the Union.

EXHIBIT 4

Abbott Northwestern/PEI:

5. ON-CALL DUTY:

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall maintain a rolling 3-month weekend call schedule, which will be posted by the tenth day of each month for the 3-month period beginning the first day of the next month. If an opening in the call schedule occurs after it is posted (e.g., because of turnover, leaves of absence, nurses turning 60 years old, etc.), the opening will be assigned to nurses in the unit in a rotation.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.

A nurse who has attained the age of sixty (60) shall not be required to take on-call duty. A nurse who is shift of choice eligible shall not be required to work on-premise on-call. Nurses who are exempt from working holidays according to Section "Holidays" shall also be exempt from any on-call work on the holiday unless on-call staffing is insufficient due to the number of nurses who are ineligible to be on-call. The Association and the Hospital agree to develop a process to be implemented.

On-call duty shall be compensated as follows:

Mercy:

5. **ON-CALL DUTY**

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice. Nurses assigned on-call duty shall be on-call only for work or procedures they are skilled to perform or which are normally within their scope of responsibility.

In the event that the Hospital or Allina establishes a new program delivering new clinical services in/on newly created units, on-call may be added to the confirmed work agreements for bargaining unit nurses who accept positions on the new unit. A new program or service is defined as an activity or intervention in which the Hospital or Allina has not previously been engaged; it is not defined as implementation of new technology, expansion due to increased patient volumes, or mergers of existing units.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall maintain a rolling 3-month weekend call schedule, which will be posted by the tenth day of each month for the 3-month period beginning the first day of the next month. If an opening in the call schedule occurs after it is posted (e.g., because of turnover, leaves of absence, nurses turning 60 years old, nurses attaining 30 years of service, etc.), the opening will be assigned to nurses in the unit in a rotation.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.

A nurse who has attained the age of sixty (60) or thirty (30) calendar years of service shall not be required to take on-call duty.

On-call duty shall be compensated as follows:

Unity:

14. ON-CALL DUTY:

Assignment of a nurse to on-call duty or standby to work beyond her or his scheduled shift shall not be used as a substitute for scheduled on-duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not part of a nurse's confirmed employment understanding, on-call shall not be newly assigned to any nurse on a unit where on-call assignment has not been an established practice.

A nurse will not be required to be on-call on a weekend off or regular day off. The preceding sentence shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall maintain a rolling 3-month weekend call schedule, which will be posted by the tenth day of each month for the 3-month period beginning the first day of the next month. If an opening in the call schedule occurs after it is posted (e.g., because of turnover, leaves of absence, nurses attaining 20 years of service, etc.), the opening will be assigned to nurses in the unit in a rotation.

If a nurse is called to work while on-call and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.

On a unit-by-unit basis, a nurse who has attained twenty (20) years of service in the bargaining unit shall not be required to take on-call duty, provided the staffing needs of the individual patient care area are met. If not possible, on-call will be assigned on a rotating basis among all nurses in the patient care unit.

On-call duty shall be compensated as follows:

United:

5. ON CALL DUTY

Assignment and scheduling of a nurse to on-call duty beyond his/her scheduled shift shall not be used as a substitute for scheduled on duty staff when there is a demonstrated pattern of a consistent and continuing need for nursing care.

If on-call duty is not a part of a nurse's confirmed employment understanding, on call shall not be involuntarily assigned to any nurse on a unit where on-call assignment has not been an established practice. A nurse may volunteer for on-call duty and the Hospital may establish and seek volunteers for a system of voluntary on-call duty. Any such voluntary on-call duty assignment shall not constitute an established practice.

In the event that the Hospital or Allina establishes a new program delivering new clinical services in/on newly created units, on-call may be added to the confirmed work agreements for bargaining unit nurses who accept positions on the new unit. A new program or service is defined as an activity or intervention in which the Hospital or Allina has not previously been engaged; it is not defined as implementation of new technology, expansion due to increased patient volumes or mergers of existing units.

A nurse will not be required to be on call on a weekend off or regular day off ~~(effective 11-1-07 for PACU)~~. This shall not prevent weekend call on units which are normally not open on weekends. Units that have mandatory scheduled call shall maintain a rolling 3-month weekend call schedule, which will be posted by the tenth day of each month for the 3-month period beginning the first day of the next month. If an opening in the call schedule occurs after it is posted (e.g., because of turnover, leaves of absence, nurses turning 60 years old, etc.), the opening will be assigned to nurses in the unit in a rotation.

A nurse who is age sixty (60) or more shall not be involuntarily scheduled for on-call hours.

If a nurse is called to work while on-call, and works a total of sixteen (16) or more hours in any twenty-four (24) hour period, she or he shall have the option of being released from the scheduled work shift immediately following the scheduled period of on-call duty.