

Minnesota Nurses Association Proposal to Allina Health April 18, 2019

This is a package proposal: If any element of this proposal is not acceptable, no other position of the Union stands alone. Significant compromise in positions that may be taken or have been taken has been made by the Union in assembling this package. Thus earlier, later or alternate positions (if any) will be taken by the Union if the entire package is not agreed and signed to tentative agreement by the employer.

The Union's counter to Allina Health Proposal #8 SICK CALL NOTICE

ML #27

10. LEAVE WITH PAY FOR ILLNESS/INJURY:

A. Sick Leave Accumulation:

Nurses will be entitled to sick leave with pay for personal illness. not to exceed the accumulated amount. Sick leave will be earned and accumulated at the rate of one (1) day for every month the nurse is continuously employed. until ninety (90) days of sick leave have been earned and accumulated. The accrual rate is one (1) day for every 173.3 hours the nurse is continuously employed. So long as a nurse has ninety (90) days of accumulated and unused sick leave to her or his credit, she or he will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the nurse will accumulate sick leave at the rate herein specified until she or he again has reached an accumulated credit of ninety (90) days of accumulated and unused sick leave. Nurses who have accrued the maximum sick leave of seven hundred and twenty (720) hours will have any additional sick leave hours earned converted at a ratio of twenty-four (24) hours of sick time to twenty-foureight (248) hours of vacation time. An automatic conversion will occur when 24 hours of sick leave would have accrued over the seven hundred and twenty (720) maximum. Those twenty-four (24) hours will convert to eight hours of vacation which will be added to the employee's vacation balance.

B. Verification of Illness:

The hospital may request reasonable evidence of illness. General requirements of a physician's certificate for proof of sickness shall not be made, but individual nurses may be required to furnish such certificates, provided that such nurse is given advance notice that the certificate will be required. A nurse shall not be required to explain an illness at the time sick call-in is made, <u>nor will they be denied usage of Sick Time for not expressly stating that they are sick</u>. Such explanation may be required at a later time based on a review of a pattern of sick leave use. <u>Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or days(s) off when the nurse is not scheduled to work unless reasonable evidence of such illness is presented to the hospital. No nurse shall be penalized for legitimate use of sick leave or be subject to discipline based solely on the number of</u>

sick leave days used. The preceding sentence shall not prevent the use of counseling relating to sick leave.

When calling in sick, nurses should notify the Hospital at least two (2) hours before the start of the shift. However, no nurse shall be disciplined or denied sick leave for not providing such notice.

ML UNION PROPOSAL #28

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Local Union Proposals.

Modify to Read:

LEAVE WITH PAY FOR ILLNESS/INJURY:

F. Sick Time Payout on Retirement:

At the time of retirement, a nurse will receive a cash payout of the nurse's sick leave balance above $\underline{\text{twofour}}$ hundred (200400) hours.

ANW/PEI Union Proposal #19

All Sections/paragraphs not addressed in this Proposal are to remain status quo unless otherwise addressed in the Union Joint Proposals.

MODIFY TO READ:

- 10. LEAVE WITH PAY FOR ILLNESS/INJURY:
 - E. Process for Addressing Patterns of Unavailability:
 - c. Leave with pay hours for unscheduled absences for which the employee doesn't have sick time or replaces with vacation time will be included in the review. Approved medical LOA, FMLA, workers' compensation, funeral leave, voluntary or mandatory low-need days, <u>sick days covered by a physician's note</u> and critical illness or death in the family will not be included in the review.

Add the following language to United

- 10. Sick Leave
 - (d) Unscheduled Absences/Patterns of Unavailability: The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which sick time is paid or unpaid. This may include a pattern of unscheduled

absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. This may also include single days that regularly occur each pay period or month. Leave without Pay hours for unscheduled absences, for which the employee doesn't have sick time, will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, and voluntary or mandatory low need days, and sick days covered by a physicians note will not be included in any review.

Add the following language to Mercy

11. Sick Leave

(d) Unscheduled Absences/Patterns of Unavailability: The definition of a pattern of unavailability for scheduled work shifts includes those shifts for which sick time is paid or unpaid. This may include a pattern of unscheduled absences around weekends, shift rotation, low census or unit closures, scheduled days off or following a double shift. This may also include single days that regularly occur each pay period or month. Leave without Pay hours for unscheduled absences, for which the employee doesn't have sick time, will be included in the review. Approved leaves, including medical, family medical, workers' compensation, funeral, jury duty, military, and voluntary or mandatory low need days, and sick days covered by a physicians note will not be included in any review.