

Union Proposal

March 5, 2015

1. Article III, Section 2, Lines 116, after the word “transfers”, add the word “rebids”,

2. Article V, Add new Section 3, New Employee Orientation; Every month, the Employer will provide the Union with a list of new Employees and will schedule 30 minutes in a room at the Hospital for the new Employees to meet with the Union for New Member Orientation. The Orientation may be done by a steward that is on work time, by the Internal Organizer, or both.

3. Article VI, Bulletin Boards, Section 1, delete the word “reasonable” Add a new line after the word “business”. The boards will remain unlocked so the Union can post notices as needed.

HEALTH AND SAFETY

4. **Section 1. Statement of Purpose.** It shall be the policy of the Hospital that the safety of the employees, the protection of the work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital and the Union are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior. ~~THE EMPLOYER will do everything possible to create and maintain safe, healthful and sanitary working conditions in~~

~~the Hospital; THE UNION agrees that it will endeavor to have its members observe all the safety rules.~~ It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures. The Hospital will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

Section 2. Right to Participate. Bargaining unit employees designated by SEIU Healthcare Minnesota in such numbers (one member from each classification) shall participate as members of the Hospital's Health and Safety Committee. The function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education. Members of the Committee may: Conduct walk-throughs; Review injury and illness reports, including, but not limited to OSHA 300 logs and First Report of Injury; Investigate incidents and complaints; Review workers' compensation and costs associated with employees working on light duty due to injury or illness; Participate in OSHA and JCAHO inspections; Choose chemical safety training for employees and evaluate the training; Implement proactive programs to reduce safety and health problems; Review and recommend personal protective equipment (PPE) and engineering

controls to be used in conjunction with hazardous materials; and Request responses in writing from the Hospital to any proposals from the Union.

Section 3. Physical Examinations. THE EMPLOYER may require employees to submit to periodical physical examination (which may include detection screening for drugs and/or alcohol) at the expense of THE EMPLOYER and by a Doctor of Medicine, on staff of the Mayo Clinic chosen by the employee. The parties recognize that should such a physical examination disclose that an employee is unable to perform the essential functions of the job, that fact shall be grounds to trigger a review of the employee's employment status at the hospital.

Employees are required to participate in an annual Mantoux or equivalent test provided by the Hospital. (Header Added)

Section 4. Drug &/or Alcohol Testing. It is THE EMPLOYER'S philosophy that alcohol and/or chemical dependency is an illness that can be treated. Dependency on drugs and/or alcohol impairs one's health, performance, and creates unsafe working conditions. THE EMPLOYER and THE UNION believe it is in the best interest of employees and Saint Mary's Hospital that alcoholism or chemical dependency be diagnosed and treated at the earliest possible date.

Employees can be requested to undergo drug and/or alcohol testing and/or evaluation only for probable cause as specified under the provisions of the Hospital's policy. The collection of the sample must be done at the Hospital's facilities. The decision to request testing and/or evaluation is subject to the grievance procedure outlined in this agreement. THE EMPLOYER'S hospital-wide policy regarding alcohol and chemical dependency and Smoking/Tobacco Products Policy shall also be applied to all employees covered under the terms of this agreement.

The Hospital will follow provisions outlined by the statutes in requesting and performing detection screening for drugs and/or alcohol. (Header Added)

~~Section 2. Employees are required to participate in an annual Mantoux or equivalent test provided by the Hospital. (Moved to Section 3)~~

~~Section 3. THE EMPLOYER and employees shall comply with all applicable federal and state and local safety laws and regulations. (Delete)~~

ADD: Section 5. Employees' Right to Know. The Employer will inform the Union as soon as possible of the planned implementation of any new equipment, medical treatment and/or processes. Employees who are affected by any new equipment, medical treatment and/or processes shall be provided, prior to implementation, with the strongest feasible protection from hazards including but not limited to engineering controls, personal protective

equipment, safer substitutes, and proper education and training. Types and quantities of hazardous waste generated at the Hospital and the methods used for disposal of each type of waste will be identified. The Safety Committee will review methods used to dispose of hazardous waste for compliance with the applicable criteria. All affected employees will be informed of what may be affected by each hazardous chemical and the risks associated with hazardous chemicals. The Employer will provide the Union with two (2) weeks' notice in advance of the introduction of new chemicals. Monitoring is a proper subject for the Safety and Health Committee. The Hospital shall eliminate the use of mercury-containing products, including mercury thermometers, the use of products containing glutaraldehyde, educate employees about the symptoms that may be associated with exposure to poor indoor air quality and advise employees experiencing these symptoms on how and where to report their symptoms, provide medical evaluation for employees who report respiratory irritation or other symptoms associated with poor indoor air quality or from any other work-related exposure, and ensure a fragrance-free environment by educating employees about chemical sensitivity and posting notices to educate the public.

~~Section 4.~~ **Section 6. Infectious or Contagious Diseases.** When infectious or contagious diseases are diagnosed or suspected, representatives of the Employer shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of employees and patients. Infectious agents include, but are not limited to,

Hepatitis, HIV/AIDS, TB, or Ebola. ~~With respect to infectious diseases,~~ Management will follow protocol established by the infection control committee in determining work assignments for pregnant employees. However, an employee who is pregnant shall not be required to work in the decontamination section in the Linen & Central Service Department or work as a Sterilizer Operator.

An employee who has suffered an exposure in the workplace to an infectious agent and, as a result, is not permitted to work during the incubation period or other period of time (including quarantine) as determined by the Employer or state or federal policy (including CDC or Minnesota DHS guidelines) shall be kept whole from loss of wages and benefits, including seniority and pension. The employee will not be required to use PTO during this period of absence from work. Employees who are absent from work as a result of any infection or illness determined to be contagious by a licensed provider thus necessitating the employee's absence from work, shall not have such absence used for discipline or any other purpose in the application of any attendance policy issued by the Employer.

~~THE EMPLOYER will follow the policies established by the Safety Committee regarding any protective equipment required and the proper handling/exposure to infectious and/or hazardous agents.~~

ADD: Section 7. Violence in the Workplace. The Hospital will have a trained response team(s) which will respond to all emergency situations where physical violence, the

threat of physical violence or verbal abuse occurs. Hospital reports of these situations will be reviewed by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of abuse. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.

~~Section 5.~~ **Section 8. Workers Compensation.** Following an injury which is compensable under worker's compensation, an employee who presents a statement from his/her medical practitioner recommending the need to limit or eliminate the employee's exposure to work place hazards may be temporarily reassigned. During the temporary reassignment not to exceed twelve (12) months, THE EMPLOYER will attempt to find a suitable position to accommodate the physical restrictions by offering a job change or by modifying the employee's job to meet medical needs. THE UNION supports and encourages a return to work as soon as possible following an injury. (Header Added)

~~Section 6.~~ **Section 9. Return to Work.** Employees who are unable to perform the essential functions of their jobs with reasonable accommodation will be eligible to participate in the Return to Work Job Search Program under the same provisions of the program as nonunion employees.

Employees whose restrictions appear to be of long term or permanent nature and such restrictions appear to restrict them from returning to a position represented by THE UNION will forfeit their seniority and thereby terminate their membership with SEIU HEALTHCARE MN.

Employees accepting positions outside the coverage of this agreement will forfeit their seniority as provided in Article III, Section 6.

Employees electing not to participate in the Return to Work Job Search Program, yet unable to perform the essential functions of their job with reasonable accommodations, will voluntarily resign employment with THE EMPLOYER. (Header Added)

~~Section 7. THE UNION and THE EMPLOYER are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior. (Moved to Section 1)~~

ADD: Section 10. Employees shall not be disciplined for refusing to use equipment that is unsafe to themselves or the patient, nor shall an employee be disciplined for refusing to re-use equipment that is designated “single-use” or disposable.

ADD: Section 11. If Management fails to correct or remediate a safety and health issue, the Union shall have the redress to the grievance process and the right to use the expedited arbitration process for health and safety issues.

HOURS OF WORK: SCHEDULE

5.. Section 1. THE EMPLOYER shall adopt work schedules for all full-time employees which meet the following limitations.

The work schedule shall be a basic work week commencing on a day of the week selected by THE EMPLOYER and consisting of five (5) days of work and two (2) days of rest within a seven (7) day period. All Employees shall receive a minimum of twelve (12) hours off between shifts, except upon mutual agreement between The Union and The Employer.

The Employer shall establish sufficient regularly scheduled positions to cover average hours worked over a set period of time, including vacation hours, leaves of absence and sick leave such that there is an adequate number of scheduled staff to perform the required duties in the classification without the use of regular overtime or the performance of bargaining unit work by managers, supervisors, and non-bargaining unit personnel.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one work day or in excess of forty (40) in any one work week but not both or employees may be

paid overtime for eight (8) hours in one (1) day and eighty (80) hours in a pay period. If the Hospital implements 10- or 12- hour shifts within the Departments of Materials Management, Nursing Services, or Surgical Services, overtime will be paid for hours in excess or for hours over 40 hours in a week. ~~If the Hospital requires an employee to work~~ on the sixth day in a work week, time and one-half will be paid. Double time shall be paid for all hours worked on the seventh day of work in any one work week. For purposes of overtime, the sixth and seventh chronological days in the work week shall be considered the days to be paid at the premium rate. Patient Care Assistants in the Department of Nursing Service shall be paid overtime after more than 8 hours in one day and 80 hours in a pay period.

If THE EMPLOYER should at any time select a day other than Wednesday as the beginning of a work week, any employee who would otherwise receive a "short check" because of the change in the beginning of the work week shall be allowed to either (1) receive an extra day's pay in the short pay period charged against his accrued vacation as a day of vacation time, or (2) accept the short check.

Section 2. Schedules and scheduled days off should be posted in each department so that each employee will know two (2) weeks in advance of the employee's schedule. Such schedules and employee scheduled days off shall not be changed except in emergency. In the establishment of weekly job assignments at Mayo Inventory Center, the Employer shall give preference to employees in accordance with seniority. ~~If the Hospital requires an employee to~~

~~who works~~ on the eighth consecutive day or any succeeding consecutive days, the employee will be paid at double time. The scheduling of split days off is permitted. Employees will be scheduled to work not more than two (2) weekends out of four (4). Employees scheduled to work two (2) weekends out of four (4) will do so on an every-other-weekend basis. ~~In the Department of Food Service, employees regularly scheduled less than sixty (60) hours a pay period may be scheduled to work every weekend.~~ The weekend will consist of a consecutive Saturday and Sunday. Where agreed by the Hospital and THE UNION, the weekend may consist of Friday and Saturday.

The occasional voluntary trading of shifts will be permitted provided the employees involved received permission from their supervisors.

Section 3. ~~Each Employees regularly scheduled sixty (60) hours or more a pay period~~ who ~~is~~ are called to work outside of his/~~her~~ regular working hours shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work. However, in the event the employee is called to work a scheduled shift of less than four (4) hours the employee will be paid only for length of that shift. The employee will be paid at the straight-time or overtime rate of pay, whichever is applicable.

Section 4. The following rules will be followed in the distribution of overtime work:

- (a) In all instances, THE EMPLOYER shall have the right to determine shift lengths and whether or not overtime is to be worked. Specifically, THE EMPLOYER shall have the right to assign work to the employee(s) on the next shift, rather than have work completed by the employee(s) on the earlier shift on an overtime basis.

(b) ~~Scheduled overtime (defined as overtime which THE EMPLOYER can reasonably anticipate at least twelve hours before the overtime would begin) shall be offered to qualified employees in the job classification in order of their seniority. If the qualified employees with higher seniority decline the work, the junior qualified employee(s) in the job classification must accept the overtime. If the scheduled overtime is for two or more hours, the employee shall receive a one-half hour break after his/her regular eight hours of work.~~

~~(c) — When an employee is working on a specific task, which is not completed by the end of his shift, and THE EMPLOYER determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work.~~

~~However, if at the time the task is begun, THE EMPLOYER can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, THE EMPLOYER shall, to the extent practical, offer the opportunity to perform the task to the qualified employees in the job classification, who are working on that shift in order of their seniority. If qualified employees with higher seniority decline the work, the junior qualified employee(s) in the job classification working on that shift, must accept the overtime. However, THE EMPLOYER agrees to make every effort to give~~

~~employees a minimum of one-hour notice prior to the end of the shift, when management could have foreseen the need for overtime.~~

~~(d) Subject to the foregoing, an employee shall be expected to work reasonable amounts of overtime when requested to do so by a supervisor. THE EMPLOYER shall not expect employees to work unreasonable amounts of overtime.~~

~~Advance notice of twenty four (24) hours shall be given when practical to do so.~~

(e) The Hospital and THE UNION agree that in instances where overtime is necessary, that the Surgical Services Department may offer overtime to the most senior CST assigned to the Surgical Services section (Cardiovascular, Minor Specialties, Neuro, etc.) who is available. If overtime is needed in the specific surgical cores, overtime will be offered to the most senior specific Surgical Core Technician.

~~In the event senior CSTs do not accept the overtime, the most junior CST(s) must accept the overtime. If a CST or SCT does not accept the overtime it will become a double time situation and offered out again by seniority. In the event the senior CST's or SCT's do not accept the double time over-time the most junior CST's and SCT's must accept the double time over-time.~~

Section 5. The employees shall receive one fifteen-minute relief break within every four (4) consecutive hours worked in each working day. THE EMPLOYER has the right to determine the number and location of areas which are designated as break rooms.

Section 6. ~~Only time worked~~ All compensable time will be used ~~considered~~ when computing overtime and/or premium pay for the work week and/or work day.

Section 7. Senior employees within the classification will be provided with the full work day and/or full work week before new, junior or extra employees are scheduled.

Section 8. Employees are entitled to one meal period of one-half hour during an eight (8) hour shift. Employees shall not be required to take meal periods longer than one (1) hour.

Section 9. Departments that schedule employees to be "on call" shall offer the on call to employees based on seniority. If on call is refused, the least senior person on the list must accept the on call.

Section 10. Supplemental employees, defined as those employees hired to work on an irregular shift on a casual or occasional basis, and temporary employees will not be subject to the provisions of this article.

Section 11. Additional hours for part-time staff will be offered on the basis of seniority. In the Department of Nursing Service, extra hours for part-time staff not working full time, and overtime hours will be offered to employees on the basis of seniority working on the station.

Additional hours, not overtime hours, for staff not working full time will be offered on the basis of seniority.. ~~for absences scheduled prior to the schedule being posted~~ ~~Unscheduled absences with less than 72 hours notice will not require the Hospital to offer on the basis of seniority.~~ However, if a more senior employee has expressed an interest in additional hours,

~~they must be offered and must accept the additional hours. Employees will be required to work a reasonable amount of additional hours. Should all of the employees refuse the additional hours, the least senior part-time employee must accept the additional hours and report to work.~~ Nothing in the section shall restrict the right of the Hospital to determine whether additional hours are to be worked.

Section 12. Any part-time employee who is consistently scheduled and consistently works at least .5 FTE for a period of six (6) months or more may request to have authorized hours changed to .5 FTE. Any part-time employee who is consistently scheduled and consistently works at least .75 FTE for a period of six (6) months or more may request to have authorized hours changed to .75 FTE. ~~THE EMPLOYER will not be required to increase authorized hours if such hours are based on a temporary need such as coverage for an illness or other leave of absence, unscheduled absences, PTO, give-away shifts, and hours from posted but unfilled positions.~~ The upgrade would not occur if it would result in consecutive weekend shifts as part of the new FTE. THE EMPLOYER may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more. This does not in any way preclude management's normal right to rebid schedules

Section 13. In the department of Surgical Services, the Employer agrees to develop schedules with no more than 2 different shift times per person, in order for employees to have a more balanced work/home life. This will also help in the retention of employees.

6. Article XIII, Section 1. Add Martin Luther King Day to the list of Holidays. Eight (8) hours more of PTO will be put into employees' banks.

7. Article XIII, Section 2, replace time and one half with double time.

8. Article XIII, Section 2, Add another line to this section, Employees who are eligible for the PTO program, who work the Holidays will receive time and one half.

9. Article XIV PTO Increase

Years of Service	PTO in Days	PTO in Hours
0	<u>40</u>	<u>320</u>
<u>4</u>	<u>48</u>	<u>382</u>
10	<u>49</u>	<u>394</u>
<u>11</u>	<u>51</u>	<u>406</u>
<u>12</u>	<u>52</u>	<u>418</u>
<u>13</u>	<u>54</u>	<u>431</u>
<u>14</u>	<u>55</u>	<u>443</u>
<u>20 +</u>	<u>62</u>	<u>492</u>

10. Article XIV, Section 7, Delete this section and rewrite to read, “The same number of PTO slots determined by the Employer during vacation call will remain available for employees to bid on and will be approved even after vacation call.”

11. Article XVII, Section 1, Lines 788, Delete and rewrite, “Employees will be eligible their first day of employment and will receive ~~120 hours of full pay plus 400 hours at half pay (50% of salary).~~ Employees with more than five (5) years of seniority shall receive 520 hours at full pay.

12. Article XVII, Section 1, lines 793, Delete the following language- ~~The Employer reserves the right to amend or change this plan at the time it makes similar changes to the Hospitals disability plan for nonunion, nonexempt employees~~

13. Article XVII, Section 6, Line 824, Rewrite to read as follows: The provisions of the absenteeism control program, as set forth in the employee policy manual, will apply to employees covered by this agreement except for the provision on No Call/No Show. It will be considered a No Call/No Show if an employee has not called or reported to work within 2 hours after the start of their shift. The first incident of No Call/No Show begins with a written discipline, the second incident will be a suspension, and the third incident will be termination in 12 months rolling period.

14. Article XVIII, Benefit Provisions, Section 1, Lines 842, Mayo Medical Plan, Add the following language. The Employer will pay 90% towards the cost of the premiums for any of the health plans offered and the employee will pay 10%.

15. Article XVIII, Section 2, lines 897, after the words “pension plan”, add, “Mayo Medical plan”

16. Article XIX, Section 1, Lines 911- Pension Plan - Rewrite to read as follows: The minimum pension benefit will be forty (\$40.00) dollars per years of benefit service. Effective April 23, 2015, the minimum pension benefit will be forty-three (\$43.00) dollars per years of benefit service.

17. Article XIX, Pension Plan New Section 3- The Employer will also offer a 2% match to the 401k plan.

18. Article XX, Modify shoe allowance for OSHA approved shoes to \$150 per year.

19. Article XXI, Section 4, Lines 962, Rewrite to read – The defined hours for day shift shall be 7am to 3:00 pm, evening shift shall be 3pm to 11:00 pm, and night shift shall be 11pm to 7:00am. Shift differential shall be paid for any hours worked during the defined shifts. Employees that are scheduled to work a shift where shift differential is to be paid will continue to be paid the shift differential while on PTO.

The shift differentials are: one dollar and sixty cents (\$1.60) for evenings; two dollars and fifteen cents (2.15) for nights; one dollar and seventy-five cents (\$1.75) for weekend days; three dollars and five cents (\$3.05) for weekend evenings; and three dollars and sixty-five cents (\$3.65) for weekend nights, except for CSTs.

For CSTs ~~in the ORs~~, the hourly shift differentials will be as follows: one dollar and ninety cents (\$1.90) for evenings; two dollars and forty cents (\$2.40) for nights; one dollar and eighty-five cents (\$1.85) for weekend days; three dollars and forty-five cents (\$3.45) for weekend evenings; and four dollars (\$4.00) for weekend nights

20. Article XXI, Section 9, line 986, Delete \$4.75 and change to 1/4th of their hourly pay per hour on-call

21. Article XXI, Section 11, lines 998, Add after the word “Service” add Surgical Services and change .50 cents to \$1.00.

22. The Union would like to discuss the process of the Janitors who work the over-night shift and are responsible for the supervisor’s pager.

23. Article XXV, Duration of Agreement- April 23, 2015 and shall continue in force to and including January 31, 2016.

24. Surgical Services Addendum - Section 3, delete “after 5 p.m. on weekdays”, Delete Section 4, Section 5, Modify the last sentence to read: The Hospital agrees that there will only be Surgical Core Technicians assigned in the cores. Section 7, add “There will be a minimum of 2 employees per section off at a time for PTO”; and Section 8, Modify to read: “Employees called in for an emergency case will be paid travel pay.”

25. New Article, Tuition and Training Language- Tuition and Training

Section 1. Employees shall be eligible for up to \$5,250 per year (or such other amount the IRS deems as the maximum non-taxable amount) for tuition. The Employer agrees to provide Employees with access to such funds when registering for classes.

Section 2. Training and Upgrade Fund – Training and Upgrade Fund to be known as the Joint SEIU-Employer Training and Education Fund (the “Fund) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “participating Employers”) as well as the career, knowledge and skills aspirations of SEIU Healthcare MN bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Fund shall be the amount equal to 10 cents/hour of work performed by each member covered by this agreement.

26. Wage Schedule- Add the classification of Storeroom Helper to the department of Food Service, wages would reflect what is paid at RMH for this classification.

27. Wage Schedule- modify all classifications that are below standard to establish a minimum hourly starting wage of no less than \$15 per hour.

28. Employees in the departments of Linen and Central Services and Surgery who receive certification shall be given a two dollar (\$2.00) per hour increase for certification pay.

29. Wage Schedule- Wages, to implement a wage increase for all employees that reflect their workload, increased complexity and intensity of their jobs, and serves to recruit and retain quality employees in order to provide quality patient care.

The Union reserves the right to add to, subtract from, amend, or otherwise change its proposals.