CRMC Employer Proposals as of October 2, 2019

The following document represents the full list of current proposals on the table from CRMC management to SEIU members. The proposal is represented in 3 parts:

1) The items on which there are signed “Tentative Agreements” between CRMC and our Union bargaining team.
2) The non-economic proposals from CRMC management on which there is NOT agreement.
3) The economic proposals from CRMC management. The economic proposals include 2 options.

Members who vote yes will be voting to approve all items in parts 1 and 2 and should indicate which economic proposal option they support: option #1 or option #2.

Members who wish to reject the current proposals should vote either to reject or vote to reject and authorize a one-day ULP strike.

*The Union bargaining team recommends that members reject the proposals and authorize a one-day ULP strike.
Part #1: Tentative Agreements

Article 29 Leave without Pay: Amend to “...the Medical Center may grant permission to use up to twenty-four (24) 3-days’ worth of (ex. 24 hours for 8-hour shift employees; 36 hours for 12-hour shift employees) Leave Without Pay hours per calendar year. Sixteen (16) of those leave 2 days (16 hours for 8-hour shift employees; 24 hours for 12-hour shift employees) of such leave must involve incidents of special need that have been approved by the Department Supervisor. Incidents of special need are important personal needs that cannot be met outside the normal work day. Up to eight (8) one days’ worth of the total Leave Without Pay hours per calendar year may be used for any reason with prior supervisory approval. Leave Without Pay hours will not affect employment status.

Union Proposal #6 Item P:

Update double shift coupon language to include: “$6.00 or the daily special” and include Cornerstone, Heartwood and Employee Cafeterias as eligible for the coupon.

Clean Up Items:

The parties agreed to incorporate Union dues LOU into the text of Article 5 Union Security.

The parties agreed to add the Painter/Carpenter position to the wage scales.

ER Article 7k: Add, “The Ambulance schedule does not require a 12-hour break between shifts”.

UN #9 and ER Article 8D: Add “EVS employees who are trained and certified with CHEST certification shall receive a shift differential of 50 cents (.50) per hour for hours worked. Classes will be offered when class size is 6 employees or more and classes will be held at the discretion of the EVS Director. The decision to hold classes will be made on staffing levels and availability of the EVS Director to hold classes. The opportunity for CHEST certification will be offered at least once per calendar year.”

ER 17A: Agree to change title from Executive Director of Human Resources to Chief Human Resources Officer.

ER 35D: Change wording from 16 hours to 3 shifts based on the three shift per month requirement for casuals already listed in the contract under Article 35A.

UN #4: Amend PTO addendum: ELIP Hours, Bullet 4: “The ELIP may not be used until after an employee has missed 24 hours consecutively. The first 24 hours of an illness must be paid from the employee’s PTO account.”
UN#10: Article 10 Vacations

A. Compensation for vacation shall be included in the Medical Center's Paid Time Off Plan. (See addendum).

B. Bid Periods: Employees shall submit a written schedule of anticipated vacation periods to their supervisors through Kronos. Employees requesting vacation during the months of January, February & March shall submit their requests between September 23 and October 1, of the previous year. Employees requesting vacation during the remaining months shall submit their requests between January 1- January 8 of that year. Vacations submitted during this window period will be granted by seniority. The manager of each department will post the number of vacation slots available per day prior to the bid period so employees know what is available. The manager will post the results of the vacation bidding within 21 days of the close of the bid period.

C. Vacation time requested outside of the bid period will be granted on a first come first serve basis. If a conflict occurs, seniority will be used to determine which employee will receive vacation. A conflict occurs when two or more employees submit their schedule requests on the same day for the same time off. Within twenty-one (21) calendar days after a manager receives a PTO request, the manager will respond to that request either granting or denying it.

D. Vacation availability shall be readily available in all departments at all times, based upon a mutually agreed upon system in each department.

UN #11: Article 15 Seniority (F)

If a vacancy shall occur in an existing classification and the Medical Center determines to fill it, such vacancy shall be posted on the Medical Center’s website (www.cuyunamed.org) for seven (7) calendar days (posted before 8:00 a.m. and removed no earlier than 4:00 p.m.) and any employee may apply online as an internal applicant for such vacancy during such seven (7) calendar day period. Employees by classification in the department in which the vacancy occurs, if qualified, shall be given preference according to seniority in filling such vacancy...

UN #7 and ER Article 6 Definitions:

A: Leads Defined. Leads are bargaining unit employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

1. Direct and check the work of others.
2. Participate in the orientation and/or training of employees and provide feedback to management.

3. Coordinate the workflow among employees within the work area.

4. Provide technical or functional direction and support to employees.

5. Inform management on operational needs of the department.

6. Assist with the creation of work schedules.

7. Approve requests for time off, schedule changes, or additional hours/overtime and determine sick call replacement, according to a jointly pre-approved process, in the absence of a supervisor or manager.

Leads do not serve as supervisors and therefore do not handle formal coaching of staff, corrective action, and/or performance evaluations.

Besides these duties, leads participate in the regular work of their classification within the department.

(Maintain existing language of section M.)

B: Coordinators Defined. Coordinators are bargaining unit employees who, like leads, are regularly assigned additional duties under the supervision and direction of a manager. The duties of a coordinator may include, but is not limited to the Lead Duties identified above, but may also include, separately or in addition, the coordination of a program or service under the direction of leadership.

(Maintain existing language from N.)

ER Job Title Proposal: The parties agreed to change the job title Surgery Aide to Operating Room Aide.

UN#14: The parties agree to add a Health and Safety Article and agreed to the following:

“Workers’ Compensation: CRMC shall provide to the Union with copies of any first report of injury reports submitted by SEIU represented employees or OSHA 300 logs, upon written request from the Union.”

And

“Respectful workplace: The Union and CRMC are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior. Both parties agree to abide by the respectful workplace policy that is in place at CRMC.”
UN #1: Bulletin Boards: The parties agreed to add 4’ x 2.5’ bulletin boards by the time clocks at
the Breezy Point clinic, and Baxter Clinic by the time clocks. The parties agreed to add a bulletin board in Same Day Surgery area, with the location yet to be determined. The Union will be responsible for purchasing the Bulletin Boards.

Add language to Article 3 including the updated locations and the following sentence: “in the event construction or remodeling affects the location of any Union bulletin board locations, the parties will mutually agree on a new location for the bulletin board”.

UN #5 Article 6: Add new first paragraph

“All employees shall be given an FTE upon hire, indicating the number of hours the employee has committed to work each pay period and that the employer has agreed to provide.”

ER 25B: Change to read, “Part time employees hired for less than forty (40) hours” vs working less than 40 hours.

Article 7J: Add the words “schedule shift” in the sentence: “Except in emergency situations, there shall be no more than two (2) scheduled shift changes in the regular pay period for any full-time employee working in the nursing division.”

Article 7O: Scheduling- who does the schedule/posting schedules

“The Department supervisor shall prepare be responsible for employee work schedules. The schedules shall cover at least two pay periods. At least two weeks prior to the end of second pay period, a schedule for an additional pay period shall be posted. These schedules may be altered as needed according to staffing requirements. When an employee is notified of a work reduction less than one (1) hour prior to the beginning of the affected shift, he/she shall be eligible for two (2) hours of work. Notification shall be accomplished by calling the phone number the employee has given the Medical Center to be contacted about such schedule changes. Employees who are not available for notification shall not be eligible for this benefit.”

We also reached agreement to update the Attendance Policy by adding one occurrence (i.e. event) before formal coaching and to each step of corrective action schedule.
Part #2: CRMC Non-Economic Proposals on which there is NOT agreement

Article 3: Change to have “Union” access to Cornerstone only with no access to restricted areas including employee lounges and conference rooms (unless for joint purposes and approved by CRMC leadership for conference rooms), only stewards to update bulletin boards.

Article 7B: Change to the basic workweek varies by area and is based on the needs of the department.

Article 7D: Holiday, sick and vacation pay do not count toward hours worked for computing overtime.

Article 7N: The employer cannot guarantee a full 30 minute lunch break time in all cases, based on patient care needs in the department.

Article 15L: Change physician matching protocol to state all areas for employees who work with providers and not just clinic. Add verbiage stating: “managers can use discretion when determining low need shifts”.

Article 28: change verbiage to state that “such contributions on the employee signed paper forms for that purpose by SEIU Healthcare Minnesota”.

New Provision: Mandated Second shifts at Heartwood for Senior Housing Assistants and Care Center for Registered Nursing Assistants is allowed for emergencies only.

Add Dual Posting Wording: CRMC reserves the right to double post a position with a higher level position when no applicants have been received that qualify under the current position opening, after the position has been posted for the minimum union posting requirement.

PTO Addendum ELIP 5: Remove wellness dollars and offer to reallocate these funds. $35,000

Grievance Procedure: Clarify Article to state an employee can bring a Union Steward or Representative to a Step 1 meeting; Add a requirement that a written grievance must include the name of the employees aggrieved; limit backpay awards from arbitrators to no more than 30 days after the date the arbitrator is selected; require arbitrators to submit decisions within 60 calendar days; and clarify to provide for timelines to be extended by mutual agreement.

Leave of Absence: Amend 11B to add FMLA policy number (#HR-003) to section.

Include new section D (and renumber): Personal Leave of Absence. Employees who have exhausted all available leaves may request up to 90 days of personal leave pursuant to the Medical Center’s Personal Leave policy as it may exist from time to time. Leave will be granted at management’s discretion and considerations may include: the current needs of the department and the ability to continue temporarily fill the duties of the employee’s position.
Part #3: CRMC Economic Proposal with Two Options

Option #1 - Higher Across the Board Wage Increases

Year 1: 1% Across the Board Wage Increase (plus market adjustments below)
Year 2: 1.5% Across the Board Wage Increase
Year 3: 2% Across the Board Wage Increase

Option #2 - Lower Across the Board Wage Increases but comes with Increased Special Pay Provisions

Same increases as Option #1, less .5% each year
Year 1: .5% Across the Board Wage Increase (plus market adjustments below)
Year 2: 1% Across the Board Wage Increase
Year 3: 1.5 Across the Board Wage Increase

Option #2 Special Pay Provisions:

- Additional $40 per year for clothing/shoes for all
- Evening Shift Differential increased by $.25
- Night Shift Differential increased by $.50
- Call pay increased by $.50 per hour
- Surgery Related call increased to $7.25 per hour (Rad Tech/Surg Tech/CS Tech)
- CS Techs will receive time and a half for call backs
- Addition of HVAC EPA Card differential and Electrician License differential $.50
- CCUA wage scale move to Grade 6
- Certified CS Tech Scale Addition- create higher grade, $1.00 more per hour per step
- Certified Surgical Tech Scale Addition- Create higher grade, $2.00 more per hour per step

Both Economic Options Also Include the Following Changes:

- Expanding funeral leave benefit
- Expanding Holiday Pay to Time-and-One-Half for all hours worked midnight to 11:59pm on the 6 recognized holidays
- No change to Health Insurance (small increases to premiums are expected)
- Expanding dental insurance coverage
• Expanding Health Insurance tier 2 coverage for preventative services
• Adding a new wellness plan with incentive
• Adding a voluntary vision plan
• H.S.A. contributions to be made on a quarterly basis rather than twice per year

Note for both options:

*Any increases would be effective on the first day of the first pay period following ratification of the new contract

*Note: Any pay changes that require changes to Kronos will not be effective until the employer’s vendor can implement the change.

(See Attachment for the market adjustment proposal)
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