

CRMC Union Proposal #5

October 28, 2019

Time: _____

The Union reserves the right to add to, subtract from, or otherwise modify its proposals at any time.

The following is a package proposal

Our proposal includes:

- All prior signed Tentative Agreements
- A renewal of any and all Letters of Understanding that have not been inserted into CBA, or otherwise addressed
- An agreement that CRMC will change the absenteeism policy to provide one additional day before coaching begins and at each level of the progressive discipline process

Non-Economic Proposals:

1. Article 7 Hours of Work and Overtime: with the advent of Chronos system we would like to discuss new language for:

E. How extra hours (including OT) are awarded:

"Overtime shall be distributed as evenly as possible to all employees who are qualified to perform the duties required, irrespective of seniority. Extra hours shall be offered to all employees, after the schedule is posted. The original schedule will indicate known holes in the schedule. Employees will be given the opportunity to make known (via email or an availability list) their interest in working extra hours and will be scheduled for any additional non-overtime hours. For the first 5 days after the schedule is posted, overtime will be offered as follows, from those indicating availability:

- 1) Non-overtime, most senior employee in the job classification.
- 2) Overtime, most senior in the job classification.
- 3) Non-overtime, most senior qualified employee outside of a job classification.
- 4) Overtime, most senior qualified employee outside of a job classification.

After 5 days, any remaining holes will be filled on a first come first served basis, from among the qualified employees, irrespective of seniority. The medical center reserves the right to not approve additional hours.

If any holes remain open after 5 days, the Medical Center reserves the right to schedule employees, who have a signed flexible shift agreement, additional hours, up to their maximum hours permitted under the flexible shift agreement.

2. Mandatory Shifts at Heartwood:

Effective immediately, and during periods of time when the facility is understaffed, a bonus will be provided to employees who agree to work an extra shift at Heartwood (including both mandated extra shifts and voluntary extra shifts). The bonus will be \$25 for up to 6 hours of work and \$50 for picking up 6 hours or more. The extra shift and bonus will be offered to all qualified employees, including those who work primarily at the Care Center. If the employer is unable to fill extra hours, even after offering the extra shift bonus, and a mandated employee is unable to stay, the manager will cover the shift. Care Center employees will be permitted to add their name to the casual list at Heartwood, with a commitment to work one shift per month, rather than two, in order to encourage volunteers.

3. Grievance/Arb: Tentative Agreement

4. Article 23- Delete Article (Withdraw)

5. Health and Safety: Tentative Agreement

6. Article 6: Labor Disputes: Withdrawal

7. Article 37: Duration- No Change

8. Job Descriptions: Hold

A) Clarify the EVS Tech Job Description as follows:

There shall at times be four EVS techs employed at CRMC, except during periods of active recruitment for a vacancy.

EVS Techs shall continue to be responsible for all stand-up vacuum assignments, the disposal of sharp containers and bio-medical waste, the use of box cutters, stripping and waxing of floors and the cleaning of surgical rooms.

B) Add a new job description and position "Surgical Supply Coordinator" at Grade 7 in the surgery dept.

9. Leave of Absence: Hold

The Union will agree to the employer's proposal from 9.30.19 of CRMC also agrees to the following section:

Illness/Disability Leave: Upon completion of the probationary period as set forth in Probationary Period Article of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts accumulated PTO. Such leave shall be for the period of illness or disability only. Such leave shall not exceed 6 months in length, and shall run concurrently with any FMLA Leave or Personal Leave provisions in this agreement.

However, an employee who has been employed for less than 6 months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. No employee shall be entitled to receive a second automatic leave of absence for illness or

physical disability unless such employee has returned to active employment for three (3) months or more.

Nothing in this section shall diminish any employees' rights under the Americans with Disabilities Act or other statute related to illness or disability.

10. Dual Posting Proposal

If CRMC Agrees to the Union Wage Assessment proposal we will agree to the following:

Add to Job Postings: Article 15 F new paragraph

In the event the employer is unable to fill a job vacancy, after following the job posting process, and no one who meets the requirements accepts the position, the following will apply:

- a) If the employer is willing to accept an applicant with lower qualifications, the employer can do so by reposting according to the process above.
- b) If the employer wants to post the position with higher qualifications, the employer can do so, provided they agree to automatically trigger the wage assessment process.

11. Clarify Article 5 and 28: Tentative Agreement

Economic Proposals

1. Employees will be considered Full Time at 72 hours (.9 FTE) for purposes of Dental Coverage, LTD Coverage and PTO accrual.
2. Article 14 Funeral Leave: Update per prior discussion. Management draft changes?
3. Article 9 Holidays:
 - a. Provide Time and One Half for time worked on the 6 recognized holidays for all employees (including Part Time Under and Casual Employees).
 - b. The time period for holiday pay will be midnight to 11:59pm.
 - c. Christmas Eve and New Year's Eve will also be considered paid holidays from midnight through 11:59pm. (Note: This will replace the ELIP Wellness/PTO Bonus)
- Article 32 Paid Time Off:

Delete last sentence referring to \$2.00 per hour bonus for part under employees working on a holiday (see above).
4. Article 18 Health Insurance: Modified

- A. The Medical Center shall provide to all eligible employees (including all full time and part-time over employees) covered by this contract the health insurance plan or plans that are made available, from time to time, to non-contract employees of the Medical Center.
- B. The premium structure shall be as follows:

Option A: The High Deductible/H.S.A. Account:

CRMC will pay as follows

Employee: 100%

EE and Spouse: 85%

Single + Children: 85%

Family: 85%

Option B: For the Traditional Health Care Plan and any other plans established by CRMC:

CRMC will pay as follows

Single: 90%

Single + 1: 85%

Single + Children: 85%

Family: 85%

The Medical Center reserves the right to adopt an additional health plan or plans in addition to the plan that it designates as the base plan in connection with plans offered to non-contract employees. The Medical Center shall have the right to establish and subsequently modify, from time to time, the design of that plan or plans that are offered in addition to the base plan. The Medical Center may also establish the premium structure and subsequently modify same from time to time for the plan or plans that are offered in addition to the base plan. The Medical Center reserves the

right to unilaterally discontinue any or all of these additional plans offered above and beyond the base plan.

- C. Employees participating in the High Deductible / H.S.A. Plan will have H.S.A. contributions made each year on January 1st, April 1st, July 1st and October 1st. Annual H.S.A contributions will be at least 50% of the annual deductible amount (for those who are eligible and receive all four contributions) but will be no less than \$400 per contribution for employees electing employee-only coverage and no less than \$700 per contribution for employees electing dependent coverage.
5. Article 19 Disability Insurance: Withdraw if Employer agrees to UN Econ #1
6. Pension: Hold TCHWPP Plan, effective January 1, 2020

(H) 401(k) Contributions. All full-time and part-time over employees are eligible to participate in the Medical Center's 401-K plan and shall be automatically enrolled into the plan upon hire. The Medical Center shall provide a non-elective contribution in the amount of 2% of an employee's gross earnings, into every eligible employee's 401-k account after they have worked 1,000 hours. 401-K contributions will be made each pay period and shall be deposited into the accounts within one week of each pay date. Employees shall be immediately vested for any employer contributions to the 401-K.

7. Article 24 Uniform Allowance: Hold

An employee, as determined by the Medical Center, who is required to wear a uniform (~~scrub uniform~~), shall receive a uniform allowance as noted below. This allowance shall be paid twice each year on the first payroll in April and the first payroll in October:

Full-Time - ~~\$65~~ \$85

Part-Time - ~~\$50~~ \$70 (includes weekend only staff)

Casual - ~~\$12.50~~ \$32.50

Employees who receive this allowance to purchase new uniforms or work shoes must use the dollars set forth above to make such purchases. Employees will be expected to

follow the dress code which includes neat, clean and tatter-free uniforms. Employees who are not required to wear a specific uniform (ex: Business Office Employees) will be provided \$40 annually toward the purchase of work shoes or clothes to wear in the course of their work day.

8. Article 26 Dental Insurance: Hold A, W/D B if Employer Agrees to Un Econ 1.

A. The Medical Center will pay the cost of the premium of single coverage and 50% of family coverage for full-time and part time-over employees.

full-time employee and part time over employees shall be eligible the first of the month after completing sixty (60) days of employment with the Medical Center.

9. Article 31 Deferred Compensation (replaced by new Article 20 H.)

10. New Article: Training and Education: Hold

A. All employees shall be eligible to participate in any employer education reimbursement benefit programs that are offered to non-bargaining unit employees on the same basis as all other eligible employees.

B. Full-time and part-time over employees who are certified (whether or not such certification is required) will be also be eligible for reimbursement of up to \$500 for any tuition, fees, books, workshop attendance, CEUs or any professional association membership fees related to maintaining their professional certification.

C. Any education required by the Medical center subsequent to employment shall be provided during hours compensated pursuant to the Agreement and with the expense thereof paid by the Medical Center.

11. Article 7 Hours of Work:

B. Employees working the normal 8/80 work pay period will be paid at one and one half (1 1/2) times their regular hourly rate for hours worked in excess of eight (8) hours in one day, or eight (8) consecutive hours, or eighty (80) hours in a two week pay period, unless the time is subject to a higher premium payment. If an employee is called back to work within 30 minutes of leaving a scheduled shift, the hours worked will be considered continuous for the purpose of calculating overtime

according to this provision. This does not apply to individuals who are on-call.

For employees electing the alternate work schedule (under Article 7 Sections R and S), the work pay period will be set on the basis of forty (40) hours worked during any one week. If such schedule is worked, no overtime will be paid for time worked in excess of eight (8) hours in a workday. An employee who works in excess of their normal alternate work day schedule- either ten (10) or twelve (12) consecutive hours- shall be paid at one and one half (1 ½) times their regular hourly rate for such excess hours. Any hours worked in excess of forty hours per week will also be paid at time and one half (1 ½).

Living Center.

12. Wages: Article 8 (A)

New Appendix A (see attached) includes a 15-year wage step scale for all non-engineering wage scales. A new skilled maintenance wage scales include a 7-year wage step scale. The new scale takes the current top step and moves it to the 15-year step on the shorter scale and the ten-year step is moved to year 8.

On the skilled maintenance scale, the start rate and top step are the same on the compressed scale with the same cents per hour progression for each of the new steps.

Across the Board Wage Increases on October 1 of each year of the contract: Year 1- 5%
Year 2 and 3- 4%__

13. Shift Differentials: Article 8 (B)

a. Employees who perform work during an evening shift will receive an evening shift differential pay of \$.75 \$1.00 per hour. An evening shift is one which begins at 3:00 p.m. or later and ends at 7:00 a.m. or earlier. The evening shift differential will be paid for any full shift where 50% or more of the hours scheduled occur after 3:00pm and before 11:00pm.

Employees who perform work during a night shift will receive shift differential pay of \$1.25 per hour. The night shift differential will be paid for any full shift where 50% or more of the hours scheduled occur after 11:00pm and before 7:00am.

b. ~~If an employee's shift begins prior to 3:00 P.M., shift differential pay will be calculated as follows:~~

Less than 4 hours	Regular Pay
more than 4 hours, but less than 6 past 3:00 P.M.	Shift differential for the hours worked and any fractional part
6 or more hours past 3:00 P.M.	Shift differential for the entire shift.

1. If a shift begins prior to 7:00 A.M. and more than four (4) hours are worked before 7:00 A.M. the shift differential will be paid for the entire shift.
2. Employees scheduled to regularly work an evening shift or a night shift will be eligible for shift differential pay during authorized vacation, holiday, and sick leave hours.
3. Employees that work alternate shifts will not be eligible for shift differential pay during vacation, holiday and sick leave hours.
4. Overtime premium will be based on the average rate of pay earned on regular hours during the pay period including shift differential.

14. Call Pay: Article 8 (C)

Employees required to be on-call (off premises) shall be paid at ~~three dollars and seventy five cents (\$3.75)~~ four dollars and twenty-five cents (\$4.25) per hour. Effective with the first full pay period commencing closest to October 1, ~~2014~~ 2019, the on-call rate shall be \$5.00 an hour. For surgical related call, Radiologic Techs, Surgical Techs, and CS Techs) call-pay shall be paid at seven dollars and twenty-five cents (\$7.25) per hour ~~four dollars and 00/100 cents (\$4.00) per hour~~. Effective with the first full pay period commencing closest to October 1, 2015, the on-call rate shall be ~~four dollars and twenty five cents (\$4.25) per hour~~. If called to work, the employee will receive the minimum of two (2) ~~one (1)~~ hour's pay at his/her regular rate of pay plus any

appropriate premium pay. All surgical related employees will receive one and one-half (1½) times the employee's hourly rate of pay for callbacks from on-call status that causes the employee to return to work after the OR department's regular schedule ends and to the beginning of the OR department's regular schedule start time. This premium will only be paid after the employee has clocked out and is in on-call status and this premium will not be pyramided with overtime.

Call Pay: Emergency Services Dept.

Call pay in the emergency services department \$5.00 per hour when the call-time response rate is one hour. In the event of a transfer, when called in from back-up call, and the response time is 5 minutes or less, emergency services employees will receive their regular hourly rate of pay. Such employees will be responsible to respond to 911 calls and will supply the Emergency Department CCUA and RT with contact number to assist with critical patients or assist with RT back up.

15. Call Room Letter of Understanding:

The employer agrees to establish a joint committee to make recommendations to improve the apartment call rooms. Such improvements to the apartment call rooms will be completed by January 31, 2019. The employer also agrees to provide 4 call rooms for staff use, on campus, as part of the Eastside Remodling project and will work with the joint committee to ensure the accommodations are comfortable and reasonable.

16. Differentials: Article 8 (D)

2. Employees assigned by the Medical Center to function as a TMA (Trained Medication Aide) shall receive a differential of one dollar (\$1.00) per hour for hours worked as a TMA. TMA's shall be paid the \$1.00 per hour differential for all hours worked, regardless of whether or not they are assigned to medications.

4. Employees in the Engineer classification who are selected by the Employer and complete the following training programs will receive an additional ~~twenty five cents (\$.25)~~ fifty cents \$.50 per hour above their rate of pay once that employee has

successfully completed the applicable training program(s):

EPA Universal refrigerant card

Electrician's License

5. Pharmacy Technicians who achieve a certification which has been approved in advance by the Medical Center shall receive an additional ~~fifty cents (\$.50)~~ one dollar (\$1.00) per hour above that employee's rate of pay once the employee has successfully completed all of the requirements for certification and has provided appropriate documentation supporting the achievement of this certification.

7. When employees in the Care Center work short, they will be eligible for a \$1.00 per hour (\$1.00) "challenge pay" differential.

17. Minimum Hours: Article 8 (E)

Employees required to report for work will be guaranteed at least four (4) hours pay except when they are called to work pursuant to paragraph C above, for emergency drills, or for in-service education. They may waive this in writing in the event they desire to work less than four hours. ~~Employees who work for the Home Health Department of the Medical Center shall be exempt from this provision.~~

18. Experience Credit: Article 8 (G)

Effective November 1, 2016, when an individual is hired that person's prior experience and qualifications shall be evaluated at the time of employment and he/she shall be assigned such credit on the pay scale for prior experience as the Medical Center deems reasonable at the time. For job classifications for which the employer offers experience credit, new employees shall not be hired above the 8-year wage step. Experience shall be given at 100% for healthcare related job experience to the position being applied for, to the maximum 8-year cap. Experience shall be given at 50% for non-healthcare related job experience for the position being applied for, to the maximum 8-year cap. For job classifications in which the employer has not previously offered experience credit and chooses to offer it in the future or if the Medical Center offers an employee experience

credit, all employees in that classification will receive credit as defined above. The employer shall send the Union a list of those individuals/job classifications that will receive experience credit.

The parties agree to Review /Grant Experience Credit to current employees in any job classification in which the employer granted experience credit to new hires since 2016.

The review process will be completed before January 31, 2020 and any wage adjustments will be made retroactive to October 1, 2019.

19. Job Transfers: Article 8 (J)

“In the event of a change in job classification, the employee shall receive a wage rate in the new classification based on their length of service with the employer (same step to same step), regardless of whether the such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment of the new classification and will accrue further increments from the date the employee began work in said new classification.

- ~~1. — Employees transferring to a job classification with a lower wage scale within their own unit or to the other unit shall stay at the same yearly wage increment step and shall retain hours earned for his/her last step increase and shall then move to the next step upon reaching the requisite number of hours.~~
- ~~2. — Employees transferring to a job classification with a higher wage scale within their own unit or to the other unit shall be placed at the increment step of the new job that is closest but not less in wage to the wage held prior to the transfer and shall at the time of assuming the new position begin accruing hours for movement to the next step.~~
- ~~3. — Employees in Unit #2 transferring to a different job classification within that unit (but not to Unit #1 or Unit #3) shall stay at the same yearly wage~~

increment step.

20 Lead Pay: Article 8 (M):

Employees who are not full time leads but who are assigned to precept students or to orient/train new hires shall be paid the lead rate of pay for hours spent performing this work.

20. Article 8 Wages: add new section: Wage Assessments

“CRMC, the Employees, and the Union agree that the Assessment Process will be undertaken by a joint labor-management committee, if any two of the following triggering events, or less than, if agreed to by the Union and CRMC, have occurred at the same time during the term of the Agreement:

- a. The employee turnover rate for any job classification at CRMC exceeds 20% for the preceeding 12 months.
- b. The time required by CRMC to fill any open positions for a job classification exceeds 60 days.
- c. The wages paid by CRMC for any job classification is lower than the wages paid in the market (based on an agreed upon survey) by 2% or more for any of the the starting rate, midpoint or maximum wage range data points.
- d. The wages paid by CRMC for any job classification are lower than the average wages paid by any acute care facility/skilled nursing home or emergency services provider located within 60 miles of Crosby, MN by 2% or more.
- e. CRMC uses employees from outside of the job classification (or through an agency) for the first time.”

21. Address the following wage scales for market adjustments by the following amounts over and above ATB proposals:

EVS AIDE II: Grade 2 (include all current Heartwood EVS Employees)

Radiology Clerk: Move to grade one lower than PAS/Admitting- agree to employer proposal

Clinic MLT, LPN-Clinic, LPN: Increase scales by 3% at all steps

PT Assistant/Anesthesia Tech: employer proposal

MLT/MLS/MT: Add 8% to all steps of the wage scale

Medical Secretary: Agree to employer proposal

Admitting Clerk/PAS: Agree to employer proposal

Claims Analyst: Agree to employer proposal

Denial Specialists, Data Analysts, Financial Advisors, Prior Authorization Specialists: Adjust by same amount per step as Claims Analysts: Agree to employer proposal

Surgery Tech Scale: Add \$1.00 per hour to all steps of the wage scale- employer proposal

Certified Surgical Tech: Add \$2.00 per hour to all steps of the wage scale- employer proposal

Certified CS Tech: Add new scale \$1.00 per hour higher on all steps of the wage scale- employer proposal

CCUA: Move to grade 6 on the wage scale- employer proposal

Weekend Only Senior Housing: Move to Grade 10- employer proposal

Ward Secretary: Move to Grade 6

New Surgery Supply Coordinator Position: establish at Grade 7