

CRMC and SEIU Healthcare Minnesota
Non-Economic Proposal Response
10/14/19

JS
6:22 pm

Employer Response to Union Proposal #1 – Article 7 (Hours of Work)

Article 7.E. shall be amended as follows:

E. ~~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 employee 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 in the event that the hours would cause the employee to work overtime.

If any holes remain after 10 days, the Medical Center reserves the right to schedule employees for open shifts from the employees who are qualified to perform the duties required, irrespective of seniority.

Article 7.O. shall be amended as follows:

O. The Department supervisor shall be responsible for preparing employee work schedules. The schedules shall cover 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.

Employer Reponse to Union Proposal #2

New Language

In the event that the Medical Center determines, in its sole discretion, that there is a staffing shortage in an area, the Medical Center retains the right to offer shift pick-up bonuses and mandatory holdover bonuses to meet its patient-care needs. The Medical

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Center will provide the Union with notice of the eligibility requirements and amounts of any of these bonuses.

Employer Proposal to Union Proposal #3

Article 17 shall be amended as follows:

A. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step 1: The employee shall discuss the grievance with his/her immediate supervisor. This discussion may also include a Union Steward or Union Representative.

Step 2: If the grievance is not resolved in Step 1, it shall be submitted in writing to the Medical Center, shall specify in detail the alleged violation of the contract, including the name of at least one (1) bargaining unit employee, and shall be received by the Executive Director of Human Resources no later than fifteen (15) calendar days following the date of the occurrence. Grievances relating to compensation shall be timely if received by the Medical Center no later than fifteen (15) calendar days following the date of receipt of the check by the employee. Following receipt of the written grievance by the Medical Center, representatives of the Medical Center and the Union shall meet in an attempt to resolve the grievance. Subsequent to the meeting between the representative of the Medical Center and the Union, the Medical Center shall present a written answer to the grievance within fifteen (15) calendar days from the date of the Step 2 grievance meeting.

Step 3: In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Services for resolution if both parties mutually agree. The utilization of Step 3 does not prevent either party from utilizing the arbitration procedure in Step 4.

Step 4: If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) ~~seven (7)~~ calendar days following the receipt of the written answer to the grievance. The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from the list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation Services.

The authority of the arbitrator shall be limited to making an award relating to the interpretation or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other

issues. The award of the arbitrator shall be in writing and shall be final and binding upon the Union, the Medical Center and the employees.

~~The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing.~~ The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. Any deadline herein may be extended by mutual written agreement.

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union, or the employees under any of the applicable state or federal laws.

Employer Proposal to Union Proposal #4

No.

Employer Proposal to Union Proposal #5

New Article "Health Safety"

Health and Safety Education: The Union shall have the right to select one (1) bargaining unit member to participate in the Safety Committee only.

Employer Proposal to Union Proposal #6

No (per agreement to Union Proposal #5).

Employer Proposal to Union Proposal #7

Agreed.

Employer Proposal to Union Proposal #8

8.A. No.

8.B. Currently under review.

Employer Proposal to Union Proposal #9

No.

Employer Proposal to Union Proposal #10

No.

Employer Proposal to Union Proposal #11

Agreed, with the following edits:

It is agreed that employees may express authorization of dues or cope deductions by submitting written authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the employee's authorization form **upon request.**

Employer Proposals Awaiting Response

- Article 3: Change to have 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 7N: This wording needs adapting. We cannot guarantee another full 30 minute lunch break in all cases based on patient care needs in the department.
- 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).
- New Feeder Programs (to be discussed with the Union): Explore new Entry-level retention program through Purdue Global University for CMAs and explore online and CLC programs for MLTs.

The Employer reserves the right to add to, amend, change or withdraw items from this proposal.