

SEIU/CRMC Tentative Agreement for a new contract October 28, 2019

The following document represents the full Tentative Agreement for a new 3- year contract at CRMC. We are proud to present an agreement that includes many improvements and no concessions.

The Tentative Agreement is attached and is represented in two parts:

- 1) Changes to contract language
- 2) Changes to economic terms of the contract

A *yes* vote is a vote to accept the full changes to the attached “package proposal”. A *no* vote is a vote to reject the attached proposal AND to authorize the bargaining committee to submit a formal 10-day strike notice. For the contract to be ratified, a majority (50% + 1 or more) of voters in all three (3) bargaining units must vote *yes* to ratify the contract. If members in any unit vote *no*, the tentative agreement will be rejected. Because the Tentative Agreement is a “package”, a vote to reject the package agreement means CRMC management will have the right to withdraw from any part or even the entire attached agreement. They will also have the right to reassert concessionary proposals that were proposed and withdrawn in order to reach this agreement. The Union will retain the same rights. It is possible we will be required to start over with bargaining from scratch.

All members are encouraged to vote your conscience and to not take the decision lightly. It is worth noting that there are many significant improvements in the attached agreement which would be at risk in any effort to achieve more. All members should be prepared to support the decision of the majority, regardless of one’s personal vote. All members, but particularly those voting *no*, should be prepared to engage in strike activity until a new agreement is reached.

The Bargaining Committee recommends that members vote *yes* on the proposed contract.

## Part One: Contract Language Changes

### 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.

The parties agreed to change the job title Surgery Aide to Operating Room Aide.

The parties 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.

### Adjust wage scales for the following mid-contract changes:

- Home Health Aid- moved from Unit 1, Grade 3 to Unit 1, Grade 5
- EMT- moved from Unit 1, Grade 4, to Unit 1, Grade 5
- Patient Access Specialist- moved from Unit 1, Grade 4B to Unit 3, Grade 1A
- Senior Housing Assistant- Moved from Unit 1, Grade 5 to Unit 1, Grade 6
- Certified Medical Assistant- Moved from Unit 2, Grade 1 to Unit 2, Grade 4
- Paramedic- Moved from Unit 2, Grade 10 to Unit 2 Grade 10\* (new hourly rates)
- Claims Analyst- Moved from Unit 3, Grade 2 to Unit 3, Grade 2A

### New Contract Article: Health and Safety

- A. "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.
- B. 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.
- C. Health and Safety Education: The Union shall have the right to select one (1) bargaining unit member to participate in the safety committee."

**Article 3: Union Representative Access**

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. 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".

**Article 5 and 28: Union Security**

Add the following paragraph:

"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."

**Article 6: Employee Definitions**

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."

**Article 7: Hours of Work and Overtime**

The following changes will apply:

7E. 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.

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."

7k: Add, "The Ambulance schedule does not require a 12-hour break between shifts".

7O: Scheduling- change as follows: "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.”

7P: 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.

**New Provision:**

In the event that the Medical Center determines, that there is a staffing shortage in an area, the Medical Center may offer shift bonuses to meet its patient care needs. The Medical Center will provide the Union with notice of the eligibility requirements and amounts of any of these bonuses.

**Article 8 Wages:**

Change the language to reflect the changes in Tentative Agreement, Section 2, economics. In addition, the following changes will also apply:

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.”

8M: Add new language

“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. Co-ordinate 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 the remaining language of section M.)

8N: Add new language:

“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 the remaining language from N.)

#### Article 10 Vacations

The following changes will apply:

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.

#### Article 11: Leave of Absence

Amend as follows:

“B. Family Medical Leave Act. Eligible employees will have access to the Medical Center’s Family and Medical Leave Act (FMLA) policy (#HR-003) as it may exist from time to time.”

Add new paragraph 11.D (and renumber remaining paragraphs)

“D. 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 to temporarily fill the duties of the employee’s position.”

#### Article 14: Funeral Leave

Amend to include the Economic proposal, as follows

Section A: Change from 3 days to 4 days off with pay for immediate family.

Section C: Change from 2 days to 3 days off with pay for grandparent.

#### Article 15: Seniority

Amend as follows:

15F: "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 ~~four (4)~~ 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 ~~four (4)~~ 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..."

#### Article 17: Grievance Procedure

Amend 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 Chief Human Resources Officer 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 ~~seven (7)~~ fifteen 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.”

Article 19: Disability Insurance

Amend based on terms of the economic agreement

Article 26: Dental Insurance

Amend based on terms of the economic agreement

Article 29: Leave without Pay

Amend as follows: “...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 hours~~ 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.”

Article 32 Paid Time Off:

Amend to include changes from economic section.

Delete last sentence referring to \$2.00 per hour bonus for part under employees working on a holiday (see above).

Article 35: Casual Employees

Amend language as follows.

35D: “Exclusion: College students shall not be required to meet the ~~16-hour~~ 3 shifts per month requirement during the school year.”

ELIP Addendum:

Bullet 4: "The ELIP may not be used until after an employee has missed ~~the fourth consecutive day~~ 24 hours consecutively. The first ~~four days~~ 24 hours of an illness must be paid from the employee's PTO account."

\*Please Note: The ELIP wellness provision is being eliminated due to potential non-compliance with the Americans with Disabilities Act. It will be replaced with a new wellness incentive program and the financial component of the change was factored into the economic proposals.

**Part Two: The Economic Changes- See Attached**



**CRMC and SEIU Healthcare Minnesota  
Economic Tentative Agreements  
Updated 10/28/19 at 11:27 pm.**

The Employer has revised its latest Economic Proposal as follows. The Employer's Revised Economic Proposal contains two parts.

**PART I:** The first part of this package proposal includes the following:

**Across the Board Increases**

- Year 1: **2.0% for all + Select Market Adjustments** (CRMC proposed on 9/30 and as updated on 10/28) **and retroactive to October 1, 2019**
- Year 2: **2.0% for all**
- Year 3: **2.0% for all**

**"Add-Ons" Effective on the First Pay Day in April 2020**

- Call Pay increased by \$.50
- Additional \$40 per year for clothing/shoes for all unit members
- Night Shift Differential increased by \$.25
- Addition of HVAC EPA card differential & electrician license differential
- CCUA new wage scale proposal to grade 6
- Surgical-Related Call Pay increased to \$7.25 per hour (Rad Tech, Surg Tech, & CS Tech)
- Ambulance employees (EMTs/Paramedics) receive \$7.25 per hour when notified of a 5 minute-call response.
- CS Tech Time and One Half Call Back
- Certified CS Tech Scale Addition- Create higher grade, \$1.00 more per hour per step
- Certified Surg Tech Scale Addition- Create higher grade, \$2.00 more per hour per step
- Senior Housing Assistant weekend only move to grade 10.
- Increase pay for TMAs while administering medications by \$.25

**Add LTD and Dental at a .9 FTE Effective January 1, 2021**

- Effective January 1, 2021, the Employer will agree to offer LTD and Full-Time Dental rates to employees at a .9 FTE.

**PART II:** The second part of this package includes the following other items:

**Other Economic Items (per earlier proposals):**

- Expanding funeral leave benefit (increasing "immediate family" benefit from 3 days to 4 days, increasing extended family from 2 days to 3 days, part-time benefit stays the same, and clarifying that employee not required to attend funeral)
- Expanding holiday pay to time-and-one-half and expanding the time to be all day

- 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
- New employees hired between the six-month HSA submissions will receive a distribution equivalent to the prorated value of one quarterly submission, provided that they have met the benefit eligibility requirements prior to the beginning of that quarter.

**Additional Floating Holiday**

- One floating holiday (paid at time-and-a-half) for Christmas Eve or New Years Eve beginning at or after 2:00 p.m. until 11:59 p.m. or on Easter beginning at midnight until 11:59 p.m.

**Other LMC/LOU Issues**

- At LMC meetings during the term of this Agreement, CRMC and the Union agree to discuss the following items: (1) experience credit for current employees; (2) market wage assessments during the term of the contract; (3) improvements to the call room; and (4) the surgical coordinator position.

**Outstanding Non-Discharge Grievances**

- The parties agree to discuss the resolution of all non-discharge grievances presently pending under the CBA.

*\*Note: Any pay changes that require changes to KRONOS will be effective when the Employer's vendor can implement the change.*

For the Union:

Name [Signature]  
Date 10/28/19

For the Employer:

Name [Signature]  
Date 10/28/19

