Company Proposals

Bemidji, MN - MNA  Mar. 1, 2017 to Feb. 28, 2020

January 14, 2020

The following represents the Company's proposed modifications, additions or deletions to the labor agreement. The Company reserves the right to add to, modify, or withdraw proposals during the course of contract negotiations.

Company #1: Article 1 Recognition

1. RECOGNITION

   The Union shall be the sole representative of all registered professional general duty nurses and clinical coordinators. SBMC agrees to not challenge the supervisory/managerial status of any bargaining unit member during the term of this agreement (and until a successor agreement is negotiated).

Company #2: Article 2 Union Security - Section C:

C. Nurses hired after September 24, 1986, shall either pay membership dues as determined by the Union and shall enjoy all the rights and benefits of membership or decline to join the Union and pay a reduced representation fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

Nurses hired prior to September 24, 1986, who, at some time after their hire date, have elected to join the Union, shall either pay dues as determined by the Union and shall enjoy all the rights and benefits of membership or choose to withdraw their membership and pay a reduced representation fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the employer on labor-management issues.

No nurse shall be discriminated against on account of his or her membership or non-membership in the Union. A nurse who is eligible under Minnesota Nurses Association rules or bylaws for MNA membership at a reduced dues rate shall be entitled to elect representation fee status, with the amount charged to be reduced from the full representation fee by a percentage proportionate to the reduction in membership dues for which the nurse is eligible.
Company #3: Article 3 Staff RN Hours:

Article 3 Staff RN Hours

Clarification for all employees, all shifts. Add new Article 3 A: “For payroll calculations, work days begin at 00:00 and end at 23:59. This includes holidays. Calculation of premiums and differentials is based on the actual time worked during the premium or differential eligible period.”

Company #4: Article 6 Orientation:

Article 6 Preceptor Role

A. All nurses working as a preceptor for an-orienting nurses will receive a pay differential of one dollar ($1.00) per hour in addition to his/her base pay, for all time spent assigned in the preceptor role.

Nurses shall only be assigned the preceptor role upon mutual agreement between the nurse and SBMC.

All preceptors must be validated on a preceptor competency checklist and have at least one (1) year of experience in the unit to which the nurse is orienting and two (2) years of experience as a Registered Nurse.

1. **Employee must be assigned as a Preceptor.**
2. The Preceptor is responsible for insuring new employees are appropriately trained. Training others is expected of all employees—preceptors are expected to insure the new employee has received appropriate training.
3. Leads are not eligible for additional Preceptor pay, although they may be assigned precepting responsibilities.
4. Sanford is not required to use a Preceptor to train any new employees. Use of a Preceptor is at management’s discretion.
5. To be eligible to be scheduled as a Preceptor, the employee must complete the Preceptor class.
6. Preceptors will continue to have a regular workload.
7. Preceptor pay only applies to oversight of training of new employees, not students or interns.
8. Assignment as a Preceptor will be based on skill and competency and is the discretion of management. If an employee is not chosen to be a Preceptor, they will be notified as to the reasons why they were not chosen.

An orienting nurse may request and be assigned a new preceptor.
Company #5: Article 7 Attendance and Punctuality:

Update section to align with the current enterprise-wide policy.

Company #6: Article 8 Salary - D: Rotating Shift Differentials:

Eliminate shift differential for 3:00pm and 11:00pm and extend night shift differential period to 7pm to 7am. Update affected contract provisions.

Company #7: Article 9 Floating:

Delete section B – No Floating Benefit for 20 Calendar Years in the Bargaining Unit

Company #8: Article 14 Leaves of Absence:

Leaves of Absence shall be provided on the same terms and conditions as provided to non-union employees. Section I – Union Leave and Section J regarding other leaves will continue to be recognized.

Company #9: Article 22 Insurance:

Health Insurance: Nurses may elect to receive Health Insurance on the same terms and conditions as Sanford Health non-union employees. Beginning in 2021, bargaining unit members will be offered Sanford health and welfare plan options only. (currently, Value and Traditional Plans)

Company #10: Article 29 Paid Time Off:

Delete Article 29 section B – Grandfathered PTO Plan

Company #11: (New Article) Vaccination Policies:

In support of the health and safety of our patients, residents and their families, and in support of the health and safety of our employees, Sanford Health has implemented mandatory vaccination policies. Where these policies are established, or may be amended in the future, members of the bargaining unit shall comply with the policy under the same terms and conditions as all employees.

Company #12: Article 30 Retirement:

Delete section A – For the remaining employees still accruing a benefit under the Defined Benefit Pension Plan, freeze the benefit from future accruals. All eligible members of the bargaining unit would then be participating in the same Sanford Health 401(k) Defined Contribution Plan.
Clarification: Article 8 Section G: Short Notice Shift.

Short Notice Shift: Short Notice Shift is defined as a shift identified by SBMC as becoming available with less than twenty-four (24) hours notice. Nurses not on-call who agree to work an unscheduled shift of four (4) hours or more for which they received less than twenty-four (24) hours notice of such a shift shall be paid an additional bonus of four dollars ($4.00) per hour for such hours worked and will be guaranteed no less than four (4) hours of pay as provided in Sections 4 and 7.

[Please verify these Section references. Also, this premium is intended for nurses not on call, and currently not on duty]

Clarification: Article 4 Section A:

Reference to Article 17 should be Article 18 Low Census.

Clarification: Article 17 Section B:

Reference to Article 7 should be Article 8 Salary.

Clarification: Article 24 No Strike/No Lockout:

Reference to Article 21 should be Article 23 Grievance Procedure.

Clarification: LOU Casual Nurse 2:

Continue the option of utilizing the Casual Nurse 2 position.

Clarification: Hospice – Home Care Addendum:

Continue terms of the Hospice – Home Care Addendum.