



## When We Fight, We Win!!!: Can We Fight to a Fair Contract?

July 23<sup>rd</sup>, 2020

Despite telling us they would come back from Omaha with updated economics, the first thing the employer told us on Tuesday was that they are sticking to their old wage proposal. For the majority of our two bargaining sessions this week, it felt like management was dug in on wages, staffing, and most of the other open proposals. But in the final hours of last night's session, **we reached our most significant Tentative Agreement yet: rolling back the 4-hour staffing that has impeded our continuity of care and disrupted our work lives!** While we are excited to announce this TA, there is still so much on the table! After this week, it's clear that in order to move this contract to the finish line, we'll need every nurse to lift- it's time for us to decide how far we can take this contract. To that end, we have included a basic comparison chart below about the difference between where we are trying to go and where we currently are (management's proposal). We will be having CAT/steward meetings next week and whether you're already a CAT/Steward or you're interested in stepping up, you're encouraged to attend- check with a negotiating team member for details.

### CHI St. Alexius Bargaining Comparison

This comparison is not exhaustive! We are including the parts of proposals where there is a difference between our position and management's. We have not included all of the MNA and Management proposals that currently match. You are definitely encouraged to reach out to your bargaining team with questions!

As soon as possible after we reach a Tentative Agreement on each contract article, they are posted at [mnnurses.org/news/2020-negotiations/st-alexius/](http://mnnurses.org/news/2020-negotiations/st-alexius/). Currently, we have Tentative Agreements for over 40 articles. A "Tentative Agreement" is tentative until an agreement is reached on every article, a ratification vote is held and the majority of voting nurses ratify it.

Article	MNA's position	Management's Proposal
Pay	<p><b>Wage scale</b> starting at \$28.75 and going to step 35 at \$47.03. All nurses will advance one step on the pay scale for each year of service.</p> <p><b>Retroactive pay</b> back to April 1st, 2019. All nurses will be placed in pay steps accordance with their experience and length of service on wage scale at ratification.</p> <p><b>ATB Cost of living adjustments</b> of 3.5% July 2021 and 3.5% July 2022.</p>	<p><b>Wage scale</b> starting at \$27 and going to step 25 at \$40.06. All nurses will advance one step on the pay scale for each year of service.</p> <p><b>No retroactive pay.</b> Movement to scale will be finished in 2022</p> <p><b>ATB Cost of living adjustments</b> of 2.25% July 2021 and 2.25% July 2022.</p>

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	<p><b>Differentials:</b></p> <ul style="list-style-type: none"> <li>- Evening \$5 per hour</li> <li>- Night: \$7 per hour</li> <li>- On call: \$3.25-\$4.87 depending on shift</li> <li>- Call back pay of 1 ½ times regular pay</li> <li>- Floating out of cluster: \$5 per hour</li> <li>- Flex pool: 20%</li> </ul> <p>Inconvenience (in the case of catastrophe): 1 ½ times regular pay</p>	<p><b>Differentials:</b></p> <ul style="list-style-type: none"> <li>- Evening: none</li> <li>- Night: \$3 per hour</li> <li>- On call: \$2 depending on shift</li> <li>- Call back pay of 1 ½ times regular pay</li> <li>- Floating out of cluster: none</li> <li>- Flex pool: 10%</li> </ul> <p>Inconvenience (in the case of catastrophe): none</p>
Nursing Advancement	BSN: \$1 per hour, MSN: \$2 per hour	BSN: none, MSN: none
Safe Patient Staffing	<p><b>Right to Refuse Unsafe Assignments:</b> Management will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual practice. If a nurse receives an assignment that they judge they cannot accept safely, the nurse has the right and obligation to request and receive a modified assignment. No disciplinary action shall be taken against a nurse for exercising this right.</p> <p><b>Break Resources:</b> Each unit will have a nurse assigned to cover breaks on every shift, who is not included in the staffing grid or productivity numbers.</p> <p><b>Department Minimums:</b> The following departments require minimum staffing regardless of census: NICU- 3 RNs, Labor and Delivery- 3 RNs, ICU- 2 RNs, OR- 1 RN, Emergency Room-4 RNs, All other units- 2 RNs</p> <p><b>APGAR RN:</b> For the purpose of safe patient care, an APGAR nurse will be assigned, on every shift, to perform APGAR assessments who is not included in the staffing grid or productivity numbers.</p>	<p><b>Ethical obligations:</b> The nurse has the right to refuse an assignment that she/he does not feel prepared to assume based on their trained competencies.</p> <p><b>Break Plans:</b> Each unit will have a break plan to schedule appropriate breaks recognizing the need to prioritize patient safety.</p> <p><b>Department Minimums:</b> The following departments require staff to be present within the hospital at all times regardless of patient census: NICU, Labor and Delivery, Intensive Care Unit, Operating Room, Emergency Department</p>

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	<p><b>Team Lead, Triage RN and PACU/PSCU Resource RN</b> shall not be assigned primary responsibility for patients during the time they are working in a charge or triage capacity; meaning that the charge or triage nurse is in addition to, and not part of, the number of nurses required to staff a particular unit/shift.</p> <p><b>Ancillary Staff:</b> maintaining staffing of assistive personnel on any patient care unit is critical to the overall delivery of safe patient care</p>																					
PTO	<p>PTO accumulation begins on the first day of employment:</p> <table border="1" data-bbox="327 626 1136 821"> <thead> <tr> <th>Year of Continuous Service</th> <th>Maximum Yearly Paid Time Off Earned</th> <th>Maximum Allowable Accrual</th> <th>Rate Per Hour Worked/PTO Used</th> </tr> </thead> <tbody> <tr> <td>0-5 years</td> <td>25 days/200 hours</td> <td>400 hours</td> <td><b>0.0962</b></td> </tr> <tr> <td>6-10 years</td> <td>30 days/240 hours</td> <td>460 hours</td> <td><b>.1154</b></td> </tr> <tr> <td>11-20 years</td> <td>35 days/280 hours</td> <td>520 hours</td> <td><b>.1346</b></td> </tr> <tr> <td>21+ years</td> <td>40 days/320 hours</td> <td>580 hours</td> <td><b>.1538</b></td> </tr> </tbody> </table> <p><b>Note: PTO benefits are not pro-rated based on FTE.</b></p> <p>Personal days: Additional 32 hours of personal time</p> <p>Protections around the use of PTO, cashing out PTO, pay rate, and PTO at termination.</p> <p>PTO accrual bump for all nurses employed as of December 31st, 2017 as partial reciprocity for major PTO cuts.</p>	Year of Continuous Service	Maximum Yearly Paid Time Off Earned	Maximum Allowable Accrual	Rate Per Hour Worked/PTO Used	0-5 years	25 days/200 hours	400 hours	<b>0.0962</b>	6-10 years	30 days/240 hours	460 hours	<b>.1154</b>	11-20 years	35 days/280 hours	520 hours	<b>.1346</b>	21+ years	40 days/320 hours	580 hours	<b>.1538</b>	No protections
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Low Census	<p><b>Mandatory Low Census Day Limit:</b> thirty-six (36) hours of LCD per every three (3) months.</p> <p>The Hospital will be responsible for tracking the LCD hours for each three (3) month period and making this information readily available to nurses.</p>	<p><b>Mandatory Low Census Day Limit:</b> ninety-six (96) hours of LCD per every six months.</p>																				

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Successors and Assigns	<p>This contract is binding in the event of successors or assigns (such as sale or transfer of the hospital). It cannot be modified. The employer is obligated to tell any organization that they will be obligated to assume it. There is a process for grievance/arbitration or legal recourse.</p>	<p>The hospital will notify nurses of a sale 90 days in advance</p>
Insurance	<p>No reduction or diminishment in any of the benefits that are described within this article.</p> <p>All part-time and full-time nurses who have position with an FTE of .4 or more, shall be eligible for and covered under the Hospital's hospitalization and health insurance plan. The hospital agrees to pay ninety percent (90%) of the premium for nurses seeking Single, Single + Significant Other, Single + Dependents, and Family Coverage. If a nurse declines health insurance coverage she/he will receive payment equal to the amount that the Hospital pays toward such coverage.</p> <p>Premium splits (hospital percentage/nurse percentage)  Dental Insurance (90/10), Vision Insurance (100/0), Short-term Disability (100/0), Long-term Disability (100/0), Cancer Insurance (0/100), Life Insurance (100/0), Flexible Spending Accounts</p>	<p>No protections</p>
Resignation and Retirement	<p>Retirement: In the case of retirement (resignation after 20+ years of service) the Hospital will continue to provide insurance benefits for a period of one (1) year at their current rate.</p> <p>Retirement Plan: The Hospital will continue to provide a 403(b)-retirement plan to nurses. The Hospital will contribute three percent (3%) of a nurse's earnings for all members of the bargaining unit participating in the plan, beginning upon employment. The Hospital will contribute up to an additional seven percent (7%) to match a nurse's contribution up to ten percent (10%).</p>	<p>No protections</p>

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	<p>Retirement Contributions: The Hospital shall deposit matching contributions twice a month. Upon Resignation, Retirement or Termination, 100% of a nurse's contributions, the applicable percentage of the Hospital's contributions (as noted in the vesting schedule chart, below) and all earned interest up to and including the last contribution date, shall belong to that nurse.</p> <p>The vesting schedule is as follows:</p> <table border="1" data-bbox="340 508 1127 773"> <thead> <tr> <th>Years of Service</th> <th>Percent Vested in Hospital Match Plan</th> <th>Hospital's Matching Contribution</th> </tr> </thead> <tbody> <tr> <td>Upon hire</td> <td></td> <td>3%</td> </tr> <tr> <td>1 year</td> <td>25%</td> <td>3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.</td> </tr> <tr> <td>2 years</td> <td>50%</td> <td>3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.</td> </tr> <tr> <td>3 years</td> <td>75%</td> <td>3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.</td> </tr> <tr> <td>4 years and up</td> <td>100%</td> <td>3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.</td> </tr> </tbody> </table>	Years of Service	Percent Vested in Hospital Match Plan	Hospital's Matching Contribution	Upon hire		3%	1 year	25%	3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.	2 years	50%	3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.	3 years	75%	3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.	4 years and up	100%	3% + Hospital matches additional 1 - 7% (10% cap) if nurse contributes 1 - 7%.	
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Holidays	<p>The following would be recognized as holidays where RNs working those days earn time and a half times their normal pay</p> <p>New Year's Day Easter Fourth of July Memorial Day Labor Day Thanksgiving Day Christmas Eve Christmas Day</p> <p>Eight (8) hours will be available during the pay period of the effective holiday date based on the employee's hours worked at that time. Any employee who works an FTE that is considered full time will receive 8 holiday hours. Employees who normally work shifts longer than eight (8) hours will only receive up to</p>	<p>The following would be recognized as holidays where RNs working those days earn time and a half times their normal pay</p> <p>New Year's Day</p> <p>Fourth of July Memorial Day Labor Day Thanksgiving Day</p> <p>Christmas Day</p> <p>Eight (8) hours will be available during the pay period of the effective holiday date based on the employee's hours worked at that time (pro-rated based on FTE status); e.g., 0.9 FTE employee will receive 7.2 hours of holiday hours. Employees who normally work shifts longer than eight (8) hours will only receive up to eight</p>																		

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Duration and Renewal	Will be revisited	Will be revisited