

ASCENSION ST. FRANCIS – CONTRACT RATIFICATION SUMMARY

MAY 3, 2022

On Friday, April 22, your union’s bargaining team reached a tentative agreement with Ascension on a new contract that we believe will address and improve our collective wages, hours, and working conditions. This negotiation was unlike any other in recent history for our union at St. Francis for a number of reasons, the pandemic and staffing crisis included. The tentative agreement we eventually reached after 8 months of bargaining includes significant raises, the creation of wage equity language, improved staffing language, acknowledgment of PTO usage for mental health needs, and more. While not a perfect contract, we believe we reached the best possible deal with Ascension and fully recommend a YES vote to ratify this agreement and adopt these changes in a new collective bargaining agreement. Please remember, nothing is final until voted on by the membership.

The bargaining teams for each side were:

RNs - Tracey Pollock, Mike Bucek, Joy Balisteri, Jamie Lucas.

Service/Techs - Connie Smith, Ryan Hamman, Gavin Rice, Judy Van Lare, Kellie Lutz, Nadezhda Young-Binter (alternate), Jamie Lucas.

Management’s team was - Brad Taormina, Jay Heitman, Kathy Bouma, Andrew Leatherman, Sarah Ruby.

The agreement we reached contains the following changes, and our priorities were determined as a bargaining team by the membership’s response to our bargaining surveys. It was clear that wages and staffing were inextricably linked and needed to be meaningfully improved. After 8 months, 28 meetings, a federal mediator, and hours upon hours of work, we feel we reached the best deal possible.

SUMMARY OF CHANGES, BY ARTICLE

- Article 2. Definitions.
 - 2.10 and in Article 23 - expands grievance procedure to hospital policy
 - 2.11 - strengthens language around reasonable suspicion for being under the influence.
- Article 4. Non-Discrimination.
 - 4.01 - gender identity now included in anti-discrimination language.

- Article 5. Seniority.
 - 5.02(5) - remove language that someone can lose seniority for being on leave of absence for one year.
 - 5.03 - we can get a seniority list once a month rather than once a quarter, time limit given to how long they will give us the list.
 - 5.04 - created a timeline on how long the hospital has to give us updates employee lists.
- Article 6. Hours of Work and Overtime.
 - 6.03 - Preserves that management cannot force anyone to work 12-hour shifts if they're not currently working 12-hour shifts.
 - 6.04 - Added, "If the employee is not able to take a meal break due to staffing needs, the department supervisor or other management official will assist with finding relief so the employee may take the expected meal break."
 - 6.09 - Language acknowledges use of rotating MOT list. Also, language added to identify one refusal of MOT per occurrence upon the MOT list assignment.
- Article 7. On Call, Call In, Call Back, Report Pay.
 - 7.01 - The disproportionate on-call rate will be paid when the staff is asked to take call on an ongoing basis at a disproportionately high level (typically scheduled nine (9) or more shifts, defined here to be when staff are assigned 9 or more shifts within a scheduling period). The definition presumes a six week schedule. For purposes of calculating the number of call shifts in a given pay period, one shift of call cannot exceed the length of 12 hours. For example, a call shift of 15 hours would be considered two shifts, a call shift of 24 hours would be considered two shifts, etc.
 - 7.02 - On-call employees required to stay after their scheduled shift will receive one and one-half times their Base Rate, but they will not receive a minimum of two (2) hours pay unless they are required to stay for longer than fifteen (15) minutes.
 - 7.10 - Incentive pay will now be bargained upon request.
- Article 8. Compensated Leaves.
 - Added parental leave to the contract, which is currently 2 weeks paid. If it increases for other Ascension employees, it will increase for us.
- Article 10. PTO.
 - Identified mental health as an acceptable reason to use PTO.
 - Preserved addition of PTO hours for people with 15+ years.
 - A week of vacation will be identified as Monday through Sunday.
- Article 11. PTO/Holidays.
 - Current contract language with some small grammatical corrections.
- Article 12. Probationary Period and Orientation.
 - 12.01 - Management required to provide a written notification if someone's probationary period is extended.
- Article 13. Layoff, Recall, and Low-Census.
 - 13.01(b) - Add, "When employees are notified of low census at least one hour prior to the start of their shift, low census/activity scheduling will normally be based upon a reduction in 4 hour increments."

- 13.06 - Incorporated side letter from last contract regarding rehire process after job elimination.
- 13.08 - Update unit list to reflect current units in description.
- 13.09 - Created a numbered list for order of cancellation, beginning with travelers and agency staff.
- Article 14. Assignments, Transfers, Reassignments, Staffing, Staffing Grids.
 - 14.01 - Added, "The employee will be told if they are expected to perform work as a functional or deputized position in the new assignment. Employees must be given or possess the proper training and/or skills to work in the new assignment."
 - 14.12/13 - "Management shall make a reasonable effort to staff according to these guidelines." and "The union may propose changes to the staffing grids."
 - NOTE - While this isn't perfect, this is stronger language than the previous contract. Management has told us in the past that they were not obligated to follow the staffing grids because they are guidelines. Their intention with this language is to follow the staffing grids.
- Article 15. Fringe Benefits.
 - 15.01 - "me too" language for all Fringe Benefits
 - 15.04 - "me too" language for severance pay.
- Article 16. Health and Dental Benefits.
 - 16.04 - removes the financial responsibility of member if they choose their own physician to perform tests/physical
 - 16.05 - Updated premium subsidy language to align with current practice and amounts.
- Article 20. Inservice and Tuition Reimbursement
 - Expanded on timeline to submit for reimbursement, increases in tuition reimbursement.
- Article 22. Wage and Benefits.
 - Created updated wage scales for every classification in the bargaining unit to bring wage transparency, equity, and order to a previously unclear system of compensation.
 - New scales reflect market adjustment changes and place us at or ahead of the market.
 - Members are placed on the new scales by finding the step in their classification closest to and above their current rate of pay, then advancing two steps on that scale. Next year, everyone will advance another step.
 - Note - movement on the scales themselves does not reflect equal movement of individual wages on the scales, but everyone still gets a raise.
 - RN minimum wage increased by 15 percent, Service/Tech minimum wage increased by 25 percent. Overall, we will see an average raise of 6.3%.
 - Begin to create wage equity with addition of following language: "The Hospital will consider various factors when placing new hires on the scale including experience, education, and training. New hires will be placed on the scale commensurate with years of relevant experience, in the discretion of the Hospital, but not to exceed Step H for their classification unless mutually agreed otherwise by the Hospital and the Union. If the Hospital has requested to place a particular new hire above Step H, the Hospital acknowledges that an important consideration for the Union will be whether there are current employees in the same classification with similar experience, education, and training that are below the proposed

Step for the new hire. In such a case, possible resolutions for the parties to discuss may include an upward wage adjustment for those similarly situated current employees in the same classification; placement of the new hire closer to or equal with similarly situated current employees in the same classification; etc.”

- Radiology received a side letter of agreement to review job descriptions, classifications, and pay grades to properly align pay with expectations.
- Article 23. Grievance Procedure.
 - Updated arbitrator panel to allow for use of FMCS mediators..
 - 23.f - Preserves ability for arbitrators to grant large awards if the violation of the contract is ongoing and relevant law allows. Management sought to limit this due to the amount they had to pay members who were paid incorrectly for years after we filed a grievance.
- Article 24. Union Activities.
 - 24.06 - Administration can remove material it determines to be derogatory from the union bulletin board.
 - 24.09 - 320 hour maximum paid bargaining time.
- Article 25. Obligation of Employees and Health and Safety.
 - Change in amount of bargaining unit employees from 2 to 1 (specifically for RNs, techs can also have one) on Infection control, Patient Safety and Environment of care
 - This change in language doesn't effectively change anything, intent is for one RN and one tech to be allowed on the committee and cleaning up the language.
 - Include 2 bargaining unit RN's to be on the TCAB committee.
- Article 31. Internal Pool.
 - 31.10(3) - Pool may be required to remain on call after being canceled.
- Duration.
 - RNs - Three years.
 - Service/Tech - Two years.