

Friday, February 27, 2015

Settlement Agreement

Between

Multi-Employer Twin City Hospital Group

(Children's, North Memorial, Fairview Southdale, Fairview Riverside, Park Nicollet Methodist, HealthEast Bethesda and HealthEast St. John's)

and

SEIU Healthcare Minnesota

(Service and Maintenance Unit)

The terms of the settlement for the collective bargaining agreement are as follows:

1. ER # 1 Modify Section 1(G) for all Hospitals by adding the appropriate dates to that section to conform to the new contract dates: March 1, 2015-February 28, 2018

2. ER # 11 Contract Cleanup: Eliminate old Article 7 A through I which was in effect prior to March 1, 2013 and Article "L" of Section 7 that was effective March 1, 2013

3. Union Economics # 9: In the Fairview contracts, for Clarification purposes, modify the shift differentials as agreed upon in the LOU dated and signed 12.10.12

- Modify: 10 (E) Shift Differential Pay equal to the amounts below:
 - Evening Shift Differential: \$.64
 - Night Shift Differential: \$.74 February 25, 2015

4. Union OFA # 2 Modify Article 17 A(4) of the PN Methodist CBA to require employees remain employed or available to work after the completion of the course from **one(1) year to six (6) months** as is the standard in the other multi-employer CBAs.

5. Union OFA # 6: 8(E) as modified by employer: Article 8, Seniority, Section (E) to:
The hospital will make reasonable efforts to complete a transfer of an employee to the new position within thirty (30) days, **but no later than forty-five (45) days** unless the hospital and employee agrees to extend this period of time.

6. Health and Safety

Letter first three paragraphs A, B, and C, pick up with D below:

Article 14 paragraph 3 (C) (as proposed by employer verbally 1.28.15)

C. The Hospital will make reasonable effort to provide employees with safe and adequate equipment, training (including hazard awareness), a safe working environment and safe facilities.

D. SEIU Health and Safety concerns will be addressed either through the Hospital's existing Health and Safety Committee (See Article 14) or as a component of the Hospital's Labor Management Committee (LMC) as a standing agenda item. These concerns may include the consideration and development of recommendations on health and safety matters. The Hospital will cooperate in providing relevant background information to the LMC or Health and Safety Committee.

An SEIU member of the Hospital's Health and Safety Committee will be allowed to participate in OSHA and other regulatory inspections upon the request of the inspecting agency and to make such recommendations as provided by state or federal law and consistent with Article 14.

E. When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Hospital or by an appropriate regulatory agency shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers' compensation or disability insurance. **The employer further agrees that such an absence shall not be used for discipline or any other purpose under the employer's attendance policy.**

If a quarantine directed by a state or federal agency is due to a workplace exposure and the quarantine results in the employee being unable to leave the hospital, the

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Hospital shall provide room and board without charge for the duration of the quarantine. The employee shall be reimbursed for mutually agreed upon reasonable expenses incurred as a direct result of the quarantine.

F. The Hospital will have a trained response team which will respond to all emergency situations where physical violence or the threat of physical violence occurs. A process will be developed to record and report these incidents and review them in the Hospitals' Health and Safety Committee.

The Hospital will encourage employees who are victims of confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing.

When it is confirmed that an employee has been assaulted at work and is unable to continue working the employee will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

G. The parties agree to comply with Minnesota Statutes 182.654, Subd. 11. **Refusal to work under dangerous conditions.**

7. Union Scheduling # 4 (G) Vacation Bidding Periods: With the understanding that if there are departmental alternatives proposed, there will be a ratification process in the department

(G) VACATION PERIOD-SENIORITY-PAYMENTS – The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. All vacation requests made during this period that include a holiday must include two vacation days adjacent to the holiday. The Hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of the request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation

Effective December 2015:

(G) Vacation Request/Granting Period

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The vacation year shall be April 1 through March 31. Vacation requests that commence within the period April 1 through September 30 shall be submitted during the period of December 15 through February 15. The Hospital shall respond by March 15. Vacation requests that commence within the period October 1 through March 31 shall be submitted between June 15 and August 15. Any Vacation Request that crosses over from one bid period to another must be a continuous vacation block. The Hospital shall respond by September 15. Alternative vacation bid periods could be mutually agreed upon for specified departments. All vacation requests made during this period that include a holiday must include two vacation days adjacent to the holiday. Vacation shall be awarded by seniority and shall be posted in each department.

Requesting Outside of the Bid Period

Employees not submitting a request by ~~February 15~~ **within the two bid periods** shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of the request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation.

8. Union OFA #1 : With understanding the parties agree that loans are eligible for tuition reimbursement Modify Article 16 (Article 15 in North Memorial contract, Article 17 in PN Methodist Contract) to provide that employees shall be eligible for up to:

Effective March 1, 2016: \$2,500 per year

9. Union OFA # 2: capture clarification that trades at Children's are not restricted to 14 days in advance, in an Action Plan:

Multi-Employer Twin City Hospital Group and SEIU Healthcare Minnesota

February 26, 2015

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The Parties have agreed to the following action plan to eliminate the current practice at Children's Hospitals and Clinics, Environmental Services Department restricting shift trades to 14 days' advance notice:

The Individuals designated by each party will meet within 30 days following ratification of the 2015-18 CBA to discuss and agree on a new procedure to handling shift trades:

The expectation of the Parties is that the new procedure will be implemented by April 30 or the next schedule after agreement is reached, whichever is later.

10. Union OFA # 3 Seniority Vote (Mail Ballot)

LETTER OF UNDERSTANDING
between
Twin Cities Multi-Employer Hospitals
and
SEIU Healthcare Minnesota

SUBJECT: Seniority

Within 18 months of the ratification of the collective bargaining agreement, the Union may request to change the manner in which seniority is determined. Any change must apply to all bargaining units.

Seniority Calculations: The only options to which the seniority calculations may change are on compensated hours and date of hire as follows:

Option 1: Compensated Hours:

Maintain current classification seniority system.

Option 2: Date of Hire

For purposes of a date of hire method, seniority will be determined by the employee's most recent date of hire into a bargaining unit position at the employee's current facility or in the case of a transfer within that facility to a bargaining unit position, the most recent date in which an employee transferred into the bargaining unit (non-contract to contract).

AGREED TO:

MULTI EMPLOYER HOSPITALS

SEIU HEALTHCARE MN

By:

By:

Its:

Its:

Dated:

Dated:

11. Section 8(E) for all Hospitals, modified at all hospitals to 180 days

“JOB VACANCIES – Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee’s existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five (5) calendar day posting period will be considered.”

Economics:

12. Pension: March 1, 2016: \$.04 increase to pension

13. Across the Board Increases

March 1, 2015: 2%

March 1, 2016: 1.5%

March 1, 2017: 1%

14. Amend Duration and Renewal Article Dates to reflect: March 1, 2015-February 28, 2018

15. Renew all LOUs printed in the CBAs

For the Employer:

For the Union:

Friday, February 27, 2015

Paul Zech

Date

Jamie Gulley, President

Date

Cleveland Donazal

Date