

CHILDREN'S HOSPITALS AND CLINICS, MINNEAPOLIS AND ST.  
PAUL CAMPUS  
FAIRVIEW SOUTHDALE HOSPITAL  
UNIVERSITY OF MINNESOTA MEDICAL CENTER, FAIRVIEW-  
RIVERSIDE CAMPUS  
HEALTHEAST BETHESDA HOSPITAL  
HEALTHEAST ST. JOHN'S HOSPITAL  
NORTH MEMORIAL HEALTH CARE  
PARK NICOLLET METHODIST HOSPITAL

AUGUST 9, 2017

SUMMARY OF TENTATIVE AGREEMENTS FOR A NEW  
COLLECTIVE BARGAINING AGREEMENT EFFECTIVE MARCH  
1, 2018 THROUGH FEBRUARY 28, 2021

The following represents the Tentative Agreements of the above-named employers and SEIU Healthcare Minnesota, to be unanimously recommended by the SEIU Bargaining Committee:

1. Adjust dates and duration to conform to new Agreement
2. Adjust Article 8 and any other seniority language elsewhere in the Agreement to reflect change to date of hire:

A) DEFINITION: Seniority will be determined by the employee's most recent date of hire into a bargaining unit position at the employee's current facility, regardless of any changes in classification within the bargaining unit. In the case of transfer within that facility to a bargaining unit position, seniority will be determined by the most recent date upon which the employee transferred into the bargaining unit. In the event two or more employees are hired into a bargaining unit position on the same date, the Hospital will establish seniority order between such employees by using either employee ID number or the last four digits of employee social security numbers. The Hospital will notify the Union in advance of which of the two tie-breaking systems it will use.

B) ESTABLISHMENT AND POSTING OF SENIORITY LIST -  
Seniority lists shall initially be established by verifying the employees' most recent date of hire into the bargaining unit. There shall be no break in seniority during the period of a leave of absence.

3. Renew LOUs - T.A. (deleting seniority LOU)

4. Wages:

Year One: 2.0%

Year Two: 1.8%

Year Three: 2.0%

Wage increases will be effective the first full pay period commencing after March 1 of each year.

5. Pension: Increase pension contribution by four cents to \$.67 per hour beginning March 1, 2019.

6. Amend Article 1 regarding Union Security/Dues Checkoff language: See attached. The same provisions that are reflected in the attached will be incorporated into the North Memorial contract, making such other changes as are necessary to conform.

7. Amend Article 6 (D) (Article 6B at Park Nicollet Methodist) on Leaves of Absence: See attached.

Article 1: Union Recognition

(F) UNION SECURITY -

1. As a condition of employment, all employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

2. Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (F) are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.
3. Any Union member, or employee electing to pay the representation service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital. Termination shall occur within seven (7) calendar days after receipt of written notice from the Union to the Hospital that the employee has been delinquent for more than thirty (30) days. The Union shall hold the Hospital harmless from any claims of an employee so terminated.
4. A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

**"STATEMENT TO NEW EMPLOYEE"**

There is a contract between this Hospital and SEIU Healthcare Minnesota covering wages, hours and working

conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or service fee payments deducted from your check and sent to the Union.

(G) DUES/FEES DEDUCTIONS -

1. From March 1, 2018, through February 28, 2021, the Hospital agrees to deduct Union dues and service fees for employees electing not to become Union members from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital's obligation to continue to deduct Union dues and service fees, as provided for above, shall terminate as of March 1, 2021, unless the Union and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date.
2. The "written authorization" described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

During the Term of the 2018-2021 Agreement, it is agreed that employees may express 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 upon request.

For the term of the 2018-2021 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

3. Deductions shall be made from employees' wages in the first pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with any employee concerning deductions made. If, during the term of this Agreement, the union seeks to change the timing of deductions or the method of calculating dues/service fees, the parties agree to meet and confer regarding the Hospital's ability to implement such changes. The Hospital will not unreasonably refuse to implement a change to the Union's dues structure that provides a single percentage rate system, applied on a per pay-period basis. The Union will give a year's notice of any change.
4. In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties' intent while meeting the requirements of applicable law.

## Article 6: Leaves of Absence

Upon completion of the probationary period as set forth in Article 1 (I) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request.

An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability provided the employee returns from such leave within six (6) months of the commencement of such leave. An employee returning from such leave after six (6) months from the day of the commencement of the leave shall be returned to work in their former classification. The employee may then apply for open and available positions within her/his classification and/or may be returned as casual status until a position is obtained. However, if an employee returns to work after six (6) months from the commencement of their leave and the Hospital has not permanently filled the employee's position, and it remains open and available at the time the employee is ready to return to work then, in that case, the employee shall be returned to the position he/she held prior to the commencement of the leave. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.