Collective Bargaining Agreement

Between

Park Nicollet Health Services

And

SEIU Healthcare Minnesota
(Couriers)

March 8, 2017 Through March 31, 2020
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AGREEMENT

Agreement by and between Park Nicollet Health Services (hereinafter referred to as the “Employer”), and SEIU Healthcare Minnesota (hereinafter referred to as the "Union").

Article 1 - Recognition

Section 1.1 - Definition. The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time couriers, team leads, and mail clerks employed by the Employer at its facility at 3800 Park Nicollet Boulevard, St. Louis Park, Minnesota; excluding all other employees, managers, and guards and supervisors as defined under the Act, pursuant to NLRB certification in Case No. 18-RC-158749.

Section 1.2 - Union Exclusivity. The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications noted herein) either individually or collectively, that conflicts with any of the provisions of this Agreement.

Article 2 - Labor Management Cooperation

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship shall promote efficient performance that is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise that may be appropriate to discuss in a Labor Management Meeting. Meetings will be held on an as-needed basis by mutual agreement between the Union and the Employer, with the Employer’s representatives and Union representatives in attendance.

Article 3 - Union Representation

Section 3.1 - Stewards. The Employer recognizes the right of the union to elect stewards to handle official union business. The steward shall handle such routine business as may be delegated from time to time by the union in connection with the administration of this contract. Stewards will be required to conduct such business outside of working hours. Stewards will not disrupt work flow or work operations with substantive discussion about union business. Nothing herein restricts the steward’s right to participate in investigatory and grievance meetings or other mutually agreed upon meetings such as Labor Management Committee meetings as necessary and after notification to and approval of the immediate supervisor. The union shall keep the Employer informed as to the identity of the stewards.

Section 3.2 - Bulletin Boards. The Employer will provide adequate, designated bulletin board space at its facility for use by the Union for notices of meetings, union events, and similar communications. It is not the intent of the parties that the bulletin board be used as a platform for disparaging management or for advancing partisan political positions.

Section 3.3 - Union Business Representative. The Business Representative of the Union shall be allowed to visit the premises of the Employer at its 3800 Park Nicollet Boulevard location, provided that the Business Representative gives at least twelve (12) hours’ advance notice to the
designated Employer Representative. The Business Representative of the Union shall be allowed to visit premises of the Employer other than its 3800 Park Nicollet Boulevard location provided that the Business Representative gives at least twenty-four (24) hours’ advance notice to and receives permission from the designated Employer Representative, which permission shall not unreasonably be withheld. The Business Representative may not visit employees during an employee's work time or in any patient care areas. Should the employees' home base be moved by the Employer from 3800 Park Nicollet Boulevard, the provisions of this section shall be applicable to the new home base.

**Article 4 - Union Security**

**Section 4.1** - There is a Collective Bargaining Agreement between Park Nicollet, and SEIU Healthcare Minnesota covering wages, hours, and other terms and conditions of employment. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employees with the following two (2) choices:

a. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues, or

b. Employees may choose not to become a Union member and pay monthly service fees in lieu of dues. Employees shall not be able to attend membership meetings or participate in contract negotiations.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues or fees deducted from the Employee’s check and sent to the Union as provided for below.

**Section 4.2** - All Employees covered by this Agreement who are now or who may hereafter become members of the Union, shall during the life of this Agreement, or any renewal thereof, remain members of the Union in good standing as a condition of employment, except as provided in Section 3. All new Employees who are not members of the Union shall, not later than the sixty-first (61st) calendar day following the commencement of this Agreement, or not later than the sixty-first (61st) calendar day following the commencement of employment, whichever is later, become and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. "In good standing," for the purpose of this Agreement, is defined to mean the payment of standard regular monthly dues. Any Union member who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer within fifteen (15) calendar days of the Employer’s receipt of the written notice. The Union will hold the Employer harmless from any and all claims of an employee terminated under this section, without cost to the Employer.

**Section 4.3** - Any Employee covered by this Agreement who elects not to become a Union member shall pay to the Union as a condition of continued employment a monthly service fee. Such payments and obligations shall be under the same conditions as applied to Employees who join the Union.
Section 4.4 - Any Employee electing to pay the service fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer within fifteen (15) calendar days of the Employer’s receipt of the written notice. The Union will hold the Employer harmless from any and all claims of an employee terminated under this section, without cost to the Employer.

Section 4.5 - For the period from the execution of this collective bargaining agreement through March 31, 2020, the Employer agrees to deduct union dues or service fees from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The Employer’s obligation to continue to deduct Union dues or service fees as provided for above shall terminate as of March 31, 2020, unless the Union and the Employer mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The “written authorization” described above shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. 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 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 Employer harmless from any dispute with any employee concerning deductions made.

Section 4.6 - At the time of employment, a new Employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

Section 4.7 - The Employer shall send the Union a list of all new Employees, together with their address, classification, social security number, anticipated number of hours scheduled per pay period, hourly rate of pay, and date of hire. The Union shall hold the Employer harmless for any claim made as a result of the Employer providing the Union with an employee’s social security number and any action taken by the union regarding the employee’s social security number. The Employer will also send the Union a list of Employees who have terminated their employment with Park Nicollet including the effective date of termination.

Article 5 - Management Rights

Section 5.1 - Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces, shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right:

A. to maintain and improve efficiency;
B. to appropriately determine the quality and quantity of work performed;
C. to hire, promote, classify, transfer, layoff, and to discipline for just cause;
D. to determine the number of employees to be employed;
E. to assign and delegate work;
F. to enter into contracts for the furnishing and purchasing of supplies;
G. to make, enforce and alter, from time to time, following reasonable notice to the Union, reasonable rules, policies, and regulations and require employees to observe these Employer rules, regulations and policies;

H. to schedule work and to determine the number of hours to be worked in a manner not inconsistent with this Agreement; (See LOU #1)

I. to determine the methods and equipment to be utilized;

J. to determine the nature and kind of business conducted by the Employer; the kinds and locations of facilities, equipment and materials to be used; the control of materials and parts; the methods and techniques of work; the content of jobs; the schedules of work; the extension, limitations, curtailment or cessation of operations or any part thereof;

K. to change, modify, or discontinue existing methods of service and equipment to be used or provided;

L. to determine the methods of compliance with federal and state statutes and regulations affecting the Employer’s operations;

M. to decide employee qualifications;

N. to determine the content of any job and the duties assigned thereto, with permanent changes to job descriptions to be made with not less than two (2) weeks’ advance notice, except in the case of emergencies or other unforeseeable circumstances;

O. to evaluate the performance of all employees;

P. to manage and administer the Employer’s operation; and

Q. to apply federal and state statutes and rules and local ordinances in the manner required by the pertinent regulating authority.

Article 6 - Seniority

Seniority for all purposes under this Agreement shall be based on the employee’s most recent date of hire into the bargaining unit.

Article 7 - Hours of Work and Schedules

Section 7.1 - Definitions. Except as otherwise provided herein, the following definitions shall apply to this section:

a. Full-time employees are defined as employees who are regularly scheduled to work eighty (80) hours during a two week pay period.

b. Part-time employees are those employees who are regularly scheduled to work fewer than eighty (80) hours per pay period.

c. Casual employees are those who are not regularly scheduled. Casual employees are not members of the bargaining unit and are not subject to the provisions of this Agreement.

d. Temporary employees are those hired by the Employer to work for a designated period of time not to exceed ninety (90) calendar days. Generally, temporary employees are hired to provide coverage in the event of a leave of absence or to
assist with staffing during summer months. Temporary employees are not members of the bargaining unit and neither this Contract nor any of its provisions shall apply to any temporary employee. Before hiring a temporary employee, the Employer will offer the hours that the temporary employee will work to existing part-time employees, on a non-overtime basis.

Section 7.2 - General Pattern of Scheduling. The scheduled work week need not correspond to the calendar week. Employees’ schedules will be consistent with the individual Employee’s job description and the expectations applicable for the position. The Employer agrees to provide fourteen (14) calendar days’ notice of any non-temporary change to an employee’s schedule and, upon request, to meet and confer with the union regarding any substantial change.

Section 7.3 - Schedule Posting. Regular two (2) week work schedules (including holiday schedule where applicable) will normally be posted seven (7) calendar days in advance.

Section 7.4 - Relief Work. Employees will not be required to relieve a position or perform duties for which the employee is not qualified, as determined by the Employer. The Employer will use reasonable efforts to keep route schedules and expectations up to date and to advise employees of changes in job duties as they occur.

Section 7.5 - Rest Periods. All employees shall be allowed, without reduction in pay, fifteen (15) minutes’ relief in each four (4) hour work period. Such fifteen (15) minute rest periods shall be included in the regular work day. If an employee is unable to take such a break because of workload, the employee shall notify his/her supervisor immediately.

Section 7.6 - Meal Periods. Each employee scheduled to work a shift of six (6) continuous hours or more shall receive an unpaid meal period of at least one-half hour. By agreement between the Employer and Employee, the meal period may be waived. Any employee unable to take lunch due to work requirements will be paid for unused meal periods.

Section 7.7 - Split Shifts. There shall be no split shifts unless mutually agreed to by the Employee and the Supervisor.

Section 7.8 - Time off Between Shifts. The number of hours between scheduled shifts shall not be less than ten (10) unless mutually agreed to by the Employee and the Supervisor.

Section 7.9 - Filling Open Shifts. The Employer shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for open shifts. Open shifts shall be granted on a seniority basis first to employees for whom the open shift would be on a non-overtime/non premium basis and then by seniority to employees for whom the open shift would be overtime or premium. The award of the open shift to an employee is only confirmed when it has been both offered and accepted. An indication of availability is not a confirmation of an open shift. Any open shift not filled through the process outlined above will be assigned to a Team Lead on a rotating basis. The Employer shall develop a policy that provides for the consistent application of this section and will provide it to the Labor Management Committee for review prior to being implemented.
Article 8 - Job Vacancies

Section 8.1 - Whenever a bargaining unit vacancy occurs that the Employer intends to fill, a notice of such vacancy shall be communicated consistent with the Employer’s ordinary practice for internal job postings. Information regarding the vacancy, including the shift, the FTE, and general job qualifications shall be available for a period of five (5) calendar days. Notification of the posting will be given to employees within the department. Any such vacancy may be filled on a temporary basis until permanently filled.

Section 8.2 - The Employer shall award the job to the most qualified non-probationary bargaining unit employee as determined by the Employer. If two or more bargaining unit employees are determined by the Employer to be equally qualified for the position then the most senior qualified applicant in the classification will be awarded the position. If no employee within the classification applies for the vacant position, the most senior qualified bargaining unit applicant from outside of the classification shall be awarded the position. “Qualifications” shall include related job experience and documented job performance.

Section 8.3 - In filling vacancies, qualified current bargaining unit employees will be given preference over outside applicants. In the event that no bargaining unit employee is determined to meet the qualifications of the open position, the employer may proceed to fill the position from applicants outside of the bargaining unit.

Section 8.4 - When a bargaining unit employee applies for and is awarded a posted position, the employee may not apply for a new posting within six (6) months from the date the employee entered the most recently awarded position unless expressly agreed to by the Employer. Date of entry to a position shall be measured from the first day worked (including first day of orientation, if applicable) in the new position.

Section 8.5 - The Employer may reassign an employee temporarily to a vacant position without regard to the posting provisions of this Article if necessary to accommodate the employee’s medical restrictions or bona fide disability. Nothing in this Section or Article will operate to limit the Employer’s right to accommodate an employee through other means as may be necessary or appropriate under state or federal law.

Article 9 - Probationary Period

The first one-hundred fifty (150) days of employment within the bargaining unit shall be a probationary period during which time an employee may be dismissed with or without cause and without recourse under this Agreement.

Article 10 - Pay and Differentials

a. Wages

i. Employees will be paid in accordance with the scale in Appendix A.
ii. Movement on the scale will be based on 2080 compensated hours.

iii. The Employer reserves the right to hire new employees at any Step based on prior experience.

b. **Lead Pay:** Employees selected by the Employer to fill a posted Lead position in accordance with the provisions of Article 8 will receive a Lead Pay differential of at least 8.0% above the employee’s then-current hourly rate. Employees currently holding the title of Lead as of March 8, 2017 will not have their current rate of pay reduced as a result of the ratification of this Agreement.

c. **Overtime:** Employees will receive the rate of time and one-half their regular rate of pay for all hours worked over 40 in a week. There will be no duplication or pyramiding of overtime. Overtime is based only on hours worked in the workweek.

d. **Shift Differential:** Where the majority of hours actually worked by an employee are after 3:00 p.m., all of the hours on that shift will be paid a shift differential of $1.00 per hour in addition to employee’s regular rate.

e. **Weekend Premium:** For all hours worked between the hours of 7:00 a.m. Saturday and 11:00 p.m. Sunday employees will receive a weekend premium of $1.25 per hour in addition to their regular hourly rate.

**Article 11 - Paid Time Off (PTO)**

Eligible employees shall be permitted to participate in the Employer’s PTO program to the same extent as non-union employees as such program may be amended from time to time at the sole discretion of the Employer.

The PTO accrual schedule for the duration of this Agreement shall be as follows:

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<th>Years of service</th>
<th>Hourly accrual rate</th>
<th>Annual PTO days (based on 80 hours per pay period)</th>
<th>Annual PTO hours (based on 80 hours per period)</th>
<th>Maximum hours allowed to accrue</th>
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<tbody>
<tr>
<td>0-5 (0-60 months)</td>
<td>0.0923</td>
<td>24</td>
<td>192</td>
<td>232</td>
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<tr>
<td>5-10 (61-120 months)</td>
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<td>29</td>
<td>232</td>
<td>272</td>
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<tr>
<td>10-25 (121-300 months)</td>
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<td>34</td>
<td>272</td>
<td>312</td>
</tr>
<tr>
<td>25+ (301+ months)</td>
<td>0.1500</td>
<td>39</td>
<td>312</td>
<td>352</td>
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</tbody>
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The maximum number of compensated hours for which PTO will accrue is eighty (80) hours in a two (2) week pay period and 2080 compensated hours per PTO year. Accrued PTO will carry over, from year to year, up to the maximum accrual.

Employees may request time off up to six months in advance and are encouraged to submit their requests as early as possible within the six month window.

Part time employees who desire time off on scheduled days, but do not wish to use PTO time, can alter their work schedule only with the approval of their leader. Employees will be required to use PTO time if unable to alter work schedules.

If two or more employees submit conflicting PTO requests, the request submitted on the earliest date shall take precedence. If more than one request comes in on the same day, seniority will be the determining factor.

Employees must use PTO for all time away from work unless otherwise provided for under the Employer’s policy or under applicable state or federal law or regulation.

**Article 12 - Holidays**

a. Eligible bargaining unit employees shall be covered by the same holiday schedule and holiday rules as for non-union employees as may be amended from time to time at the sole discretion of the Employer.


**Article 13 - Health and Welfare**

**Section 13.1 - Health Insurance.** Bargaining Unit employees will be eligible to participate in the Employer’s Health Insurance Program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

**Section 13.2 - Dental Insurance.** Bargaining Unit employees will be eligible to participate in the Employer’s Dental Insurance Program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

**Section 13.3 - Life Insurance.** Bargaining Unit employees will be eligible to participate in the Employer’s Group Life Insurance Program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.
Section 13.4 - Short Term Disability. Bargaining Unit employees will be eligible to participate in the Employer’s Short Term Disability Program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

Section 13.5 - Long Term Disability. Bargaining Unit employees will be eligible to participate in the Employer’s Long Term Disability Program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

Section 13.6 - Retirement Plan. Bargaining Unit employees will be eligible to participate in the Employer’s Retirement Plan to the same extent and on the same terms and conditions as non-union employees as such Plan may be amended from time to time at the sole discretion of the Employer.

Section 13.7 - General. The Employer reserves the absolute right to unilaterally change the Health and Welfare Programs and Plans listed above at any time without an obligation to first negotiate said changes with the Union. Prior to making any such changes in the plan(s), the Employer will notify the Union of such change.

Article 14 - Leaves of Absence

Section 14.1 - Medical Leave. A medical leave of absence for up to twelve (12) weeks will be granted in accordance with the Employer’s then-applicable policy (as may be amended by the Employer from time to time at the Employer’s discretion) and with applicable state or federal law (including the FMLA). The leave shall be unpaid unless the employee has paid time available. If the employee has paid time available, it shall be used before the time off can be without pay. Prior to returning from a medical leave, the Employer shall have the right, to the extent consistent with applicable state or federal law, to require a return to work authorization and/or a fitness for duty evaluation by a medical provider of the Employer’s choice. Upon completion of the leave, an employee shall be returned to the employee’s regularly scheduled position without loss of seniority or benefits.

Section 14.2 - Parental Leave. Employees will be granted leave relating to the birth or adoption of a child, in accordance with the Employer’s then-applicable policy (as may be amended from time to time at the Employer’s discretion) and with applicable state or federal law (including the FMLA). The leave shall be unpaid unless the employee has paid time available. If the employee has paid time available, it shall be used before the time off can be without pay. Upon completion of the leave, an employee shall be returned to the employee’s regularly scheduled position without loss of seniority or benefits.

Section 14.3 - Bereavement Leave. A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family: spouse, children, parents/step-parent, parents-in-law, brothers/step brothers, sisters/step sisters, grandparents/ great grandparents, grandchildren, aunt, uncle, niece/nephew, for the purpose of making arrangements and/or attending the funeral or memorial service, unless different days are agreed upon between
the employee and the employer. Such request for different days off will not be unreasonably denied. A leave of absence of one (1) day without loss of pay shall be granted to employees in case of death of brothers-in-law or sisters-in-law. If the funeral is at least four hundred (400) miles from the Twin Cities metropolitan area, one (1) additional day without loss of pay shall be granted.

Section 14.4 - Jury Duty Leave. When an employee receives notice of jury duty, the employee shall notify the employee’s supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee may be needed to report for work whenever the employee’s jury duty does not conflict.

Section 14.5 - Military Leave. The Employer complies with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and all other state and federal laws pertaining to military leave. An employee requesting military leave must notify his/her manager as soon as the employee receives orders or official notification of the need for leave. Military leaves are unpaid unless required by law. Employees are not required to use their PTO for their military leave but may do so if they choose.

Section 14.6 - Personal Leave. Personal leaves of absence may be granted, at the Employer’s discretion, for up to six (6) months. Such personal leave may be extended, at the Employer’s discretion, for up to an additional six (6) months. During the first three (3) months of any such personal leave of absence, it shall be the Employee’s obligation to pay the Employee’s share of the cost of any benefit the employee is eligible to continue while on leave. After the first three (3) months of any such personal leave of absence, the Employee is required to pay the full cost of any benefit the Employee is eligible to continue while on leave. No benefit accrual shall occur during personal leaves.

Article 15 - Discipline and Discharge

Section 15.1 - Discipline and Discharge. Disciplinary action may be imposed upon an employee only for just cause. Just cause may include, but is not limited to: failure to perform the requirements of the job, violation of established Employer Policy, possession of, use of, or being under the influence of illegal drugs or alcohol while on Employer property or while on duty, dishonesty, theft, insubordination or excessive absenteeism/tardiness. It is agreed that performance evaluation meetings will not be used for the purpose of conducting an investigation into allegations of misconduct by the employee or for the purpose of implementing disciplinary action.

While the Employer will generally follow progressive discipline, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline up to and including discharge may be imposed depending upon the seriousness of the offense. Possible examples of unacceptable conduct that may warrant skipping steps in progressive discipline include, but are not limited to: dishonesty, theft, use or possession of drugs or alcohol while on duty, safety violations (including public safety such as driving offenses), harassing or threatening behavior, or violations of patient privacy.
The Employer may place an employee who is the subject of an investigation on an investigatory suspension with pay. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such at the discretion of the Employer. The Employer shall make a reasonable effort to complete investigations in a timely manner. The employee shall receive written notification of any formal disciplinary action taken.

Section 15.2 - Job Abandonment. An Employee who is absent for three (3) consecutive working days without notifying his/her Supervisor shall be considered to have voluntarily quit (unless the notice was not provided due to documented emergency circumstances).

Article 16 - Grievance and Arbitration

Section 16.1 - Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 16.2 - Scope. Discipline/Corrective action at the Verbal Warning level shall be subject to the Grievance procedures of this Article through Step 2 but shall not be subject to arbitration (Step 4).

Section 16.3 - Union Representative. The Employer will recognize the Union's designated Steward(s) as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

Section 16.4 - Processing of Grievances. It is recognized and agreed by the parties that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities and only when doing so would not interfere with patient care.

Section 16.5 - Grievance Procedure. Grievances as defined herein shall proceed as follows:

a. Step 1, Informal: With or without a steward, an employee claiming a violation regarding his/her employment or concerning the interpretation or application of the express provisions of this Agreement (or a steward asserting such on behalf of the bargaining unit) shall, within fourteen (14) calendar days after the first occurrence giving rise to the alleged violation, present such a grievance to the employee's immediate supervisor for an informal discussion.

b. Step 2, Formal: If the grievance is not resolved through Step 1 and the aggrieved employee(s) wishes to appeal the grievance to Step 2 under this Article, the Union representative shall refer it in writing to Human Resources within fourteen (14) calendar days following the date of the occurrence giving rise to the grievance. A grievance relating to pay shall be timely if received within fourteen (14) calendar days after the payday for the period during which the incident giving rise to the grievance occurred. The Steward is charged with forwarding a copy of the appeal to the Union office. The written grievance appeal shall set forth the
specific nature of the alleged violation, the facts on which the allegations are based, the specific provision of the Agreement alleged to have been violated, and the precise remedy requested. The designated Employer representative(s) shall discuss the grievance with the employee and the Union Steward and the designated Union Representative at a mutually agreed-upon date and time. The Formal Meeting shall be mutually agreed upon on a case by case basis as to whether the meeting will be in-person at the employer’s facility or by phone conference. If the matter is resolved as a result of the Step 2 meeting, such resolution shall be reduced to writing and signed by the designated Employer representative and the Union. If no resolution is reached as a result of the Step 2 meeting, the Employer representative/designee shall submit a written answer to the union, within fourteen (14) calendar days following the Step 2 meeting.

c. Step 3, Mediation (Optional). If the grievance is not resolved at Step 2, the parties may mutually agree to use FMCS for grievance mediation. The parties shall have fourteen (14) calendar days from the date of receipt of the written Step 2 answer in which to file a petition for mediation with FMCS.

d. Step 4, Arbitration. If the grievance is not settled in accordance with the foregoing procedures, either party may refer the issue to arbitration within thirty (30) calendar days after receipt of the Step 2 denial or, if applicable, the date of the Step 3 mediation. The arbitrator shall be selected from a list of nine (9) Metropolitan Twin Cities candidates supplied by the Federal Mediation and Conciliation Service. Either party may reasonably request a replacement list within fourteen (14) calendar days after receipt of the first FMCS list. Each party shall have the right to strike four (4) names, with the remaining candidate to be named as the neutral arbitrator. The order of alternately striking names shall be determined by the flip of a coin.

e. i. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer, the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator shall be final and binding.

ii. The arbitrator shall be without the authority to make any decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator’s
interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

iii. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union but each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcribed record of the proceedings, that party desiring the record will be responsible for payment of the cost. If both sides desire a transcribed record the costs will be shared equally. Absent a written agreement between the parties to the contrary, no arbitration hearing on a grievance shall occur unless the party moving the matter to arbitration has submitted the required request to FMCS for a list of arbitrators and has notified the other party of the party’s designated advocate for the arbitration. The submission to FMCS and the notice of advocate must occur no later than one hundred twenty (120) days after sending the Step 4 notice that the party is moving the matter to arbitration.

f. Time limitations and Waiver: The time limitations set forth herein relating to the filing and processing a grievance and demanding arbitration are absolute and mandatory. If a grievance is not presented or pursued through the grievance procedures herein within the time limits set forth herein, it shall be deemed waived and shall not be subject to or proceed to arbitration. All time limits in this Article may be extended by mutual agreement between the Union and the Employer, provided that any such extension agreement must be memorialized in writing.

Article 17 - Layoff and Recall

Section 17.1 - Layoff. In reducing the number of employees, or in making a permanent reduction in hours, the Employer shall determine the number of positions and/or hours to be reduced. Reductions shall be made based on the needs of the organization. In the event of a layoff or permanent reduction of hours, the Employer will first ask for volunteers. If the number of volunteers is not sufficient, the Employer may implement a layoff or permanent reduction first as to any employees who have been issued a final written warning, suspension or higher level of discipline within the six (6) months immediately prior to the issuance of the layoff or reduction notice. Thereafter, any other layoff(s) or permanent reduction(s) shall be made in the reverse order of seniority. Employees will be given fourteen (14) calendar days’ notice of layoff or pay in lieu thereof.

Section 17.2 - Recall. Employees on layoff status shall retain recall rights for a period equal to their accrued seniority up to a maximum of twelve (12) months from the date of the layoff. Employees shall be recalled from layoff in the reverse order of layoff. Employees recalled from layoff will be given twenty-one (21) calendar days’ notice of the recall. In the event that a recalled employee fails to make himself/herself available for work at the end of the 21-day period, the employee shall lose all seniority rights under this Agreement.
Article 18 - Health and Safety

Section 18.1 - Policy. It shall be the policy of the Employer and the employees that safety, the protection of work areas, adherence to necessary safety practices and the prevention of accidents are a continuing and integral part of their shared, every day responsibilities. The Employer, the Union and the employees are committed to maintaining a work environment that is free from hostile, abusive and disrespectful behavior.

Section 18.2 - It shall also be the responsibility of the Employer to provide, and all employees to participate in, programs that promote the safety of employees, patients and the public, including compliance with rules designed to promote safety and a violence-free workplace and, for employees, when requested by the Employer, to participate on safety-related committees. Employee responsibility includes, but is not limited to, the proper use of all safety devices in accordance with recognized safety procedures.

Section 18.3 - The Employer will make reasonable efforts to provide employees with safe and adequate equipment, training (including hazard awareness), a safe working environment and safe facilities.

Section 18.4 - Employee Health and Safety concerns may be raised through the Employer’s Health and Safety Committee process or as a component of the Labor Management Committee (LMC) process.

Section 18.5 - Exposure and Quarantine. 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, the employee 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 program.

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 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.

Article 19 - No Strike/No Lockout

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support any strikes, slow downs, sympathy strikes, picketing, boycotts, or interference with work of any kind whatsoever during the term of this Agreement. This prohibition against any of the activities referred to in the previous sentence shall be absolute. The Employer agrees that there shall be no lockout during the term of this Agreement.
Article 20 - Drug and Alcohol Testing

The employees in this bargaining unit will be covered by and subject to the Employer's Drug and Alcohol testing policy on the same basis as it applies to non-union employees and as may be amended from time to time at the sole discretion of the Employer. The Employer agrees to provide the union with no less than thirty (30) days' advance notice of the effective date of changes to the non-union Drug and Alcohol testing policy.

Article 21 - Non-Discrimination

Section 21.1 - Neither the Employer nor the Union will discriminate against any employee on the basis of race, creed, color, sex, age, religion, disability, marital status, sexual orientation, gender identity or any other classification protected under Federal or State law, or because of an employee's activities on behalf of the Union or because of an employee's refusal to engage in activities on behalf of the Union.

Section 21.2 - Reasonable Accommodation. The Union and the Employer agree to engage jointly in efforts to reasonably accommodate qualified disabled employees consistent with federal and state discrimination laws and local ordinances.

Article 22 - Subcontracting

The Employer may subcontract or relocate bargaining unit work after providing the union with at least thirty (30) days' advance notice and, upon demand of the union, bargaining over the effects of the subcontracting or relocation decision.

Article 23 - General

Section 23.1 - Accidental Breakage. Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks equipment due to carelessness or negligence.

Section 23.2 - Severability. In the event that any part or provision of this Agreement should be found to be unlawful, such part or provision shall be null and void, and the other parts and provisions shall remain in full force and effect.

Section 23.3 - Workload. If the Union believes a pattern of unreasonable workloads is occurring, the Union and Management may bring the issue to a Labor Management Committee meeting.

Section 23.4 - Outside Delivery Services. Nothing in this Agreement restricts the right of the Employer to utilize Outside Delivery Services on a day to day basis to perform bargaining unit work of a time-sensitive nature (e.g. stat deliveries, labs, surgical instruments) where necessary in the interest of patient care. Generally, such Outside Delivery Service is used on a shift where bargaining unit employees are unable or unavailable to perform the work. If the union has
concerns regarding the Employer’s use of Outside Delivery Services, the issue may be brought forward in a Labor Management meeting.

**Article 24 - Duration**

Except as otherwise provided herein, this Agreement shall be effective beginning March 8, 2017, and shall remain in full force and effect through and including March 31, 2020, and shall renew from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to March 31, 2020 or any anniversary thereafter of the party’s desire to modify or terminate this Agreement.

PARK NICOLLET HEALTH SERVICES

By: [Signature]
Cara Hull
Its: Vice President, Human Resources

SEIU HEALTHCARE MINNESOTA

By: [Signature]
Ben Fisher
Its: Internal Organizer
Park Nicollet Health Services
and
SEIU Healthcare Minnesota

Letter of Understanding #1
February 2017

The parties agree that during the life of the 2017 – 2020 contract, employees who were on the active payroll in the bargaining unit as of 12/31/16, will not have their schedules of work changed without mutual agreement or at least 30 days’ notice and the opportunity to meet and discuss the Employer's business rationale for the change.

PARK NICOLLET HEALTH SERVICES
By: Cara Hull
Its: Vice President, Human Resources

SEIU HEALTHCARE MINNESOTA
By: Ben Fisher
Its: Internal Organizer
Park Nicollet Health Services  
and  
SEIU Healthcare Minnesota  

Letter of Understanding #2  
February 2017  

a) The parties agree that Employees currently on the payroll as of the date of ratification will receive a 4.5% increase in their current hourly rate, effective the first full pay period following the date of ratification and will then be placed on the Step (Appendix A) closest to the employee's new rate of pay without a decrease in rate.

b) The parties agree that the provisions of Article 10(b) regarding a Lead Pay differential of 8% shall apply only to individuals who bid into or are hired into a Lead position on or after March 8, 2017.

PARK NICOLLET HEALTH SERVICES  
By: Cara Hull  
Its: Vice President, Human Resources  

SEIU HEALTHCARE MINNESOTA  
By: Ben Fisher  
Its: Internal Organizer
The Parties agree that for the life of this 2017-20 contract, bargaining Unit employees will be eligible to participate in the Employer’s Tuition Reimbursement program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer. This LOU sunsets effective March 31, 2020 and is of no further effect after that date unless expressly renewed by the Parties.

PARK NICOLLET HEALTH SERVICES

By: Cara Hull
Its: Vice President, Human Resources

SEIU HEALTHCARE MINNESOTA

By: Ben Fisher
Its: Internal Organizer
### Appendix A

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- *All pay increases will be implemented as of the first full pay period following the Effective Date listed.
- 2018 increases reflect 1.5% across the board.
- 2019 increases reflect 1% across the board.