Labor Agreement

Between

Cook County Hospital District d/b/a North Shore Health

And

SEIU Healthcare Minnesota

Covering the period of

January 1, 2018 through December 31, 2020
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ARTICLE 1 - PREAMBLE

This Agreement entered into this day _____ of ______, 2018, is made by and between the Cook County Hospital District d/b/a - Cook County North Shore Health, 515 W 5th Ave, Grand Marais, MN 55604, hereinafter referred to as the “Employer” and SEIU Healthcare Minnesota, hereinafter referred to as the “Union”. The provisions of this agreement shall be effective at the start of the first pay period after January 1, 2018 except as otherwise noted within the Agreement itself.

ARTICLE 2 - AGREEMENT PURPOSE

The purpose of this Agreement is to establish the formal agreement and understanding relative to the terms and conditions of employment; to provide an equitable grievance procedure; and, thereby, to promote harmonious relations between the Employer and its covered Employees in the furtherance of efficient Employer services.

ARTICLE 3 - RECOGNITION

A. The Employer hereby recognizes the Union as the exclusive representative of all regularly scheduled full-time and part-time Employees of the North Shore Health, Grand Marais, Minnesota, excluding confidential, exempt Employees, registered nurses and Guards as defined in the Act. This agreement shall cover Employees with those exceptions listed above and shall not be affected by changes in position titling. Represented Employees are hereinafter collectively referred to as "Employees", plural or singular.

B. A full-time employee is one regularly scheduled to work seventy two (72) hours or more during a two (2) week pay period except as modified in Article 17.

C. A part-time employee is one regularly scheduled to work at least 16, but less than 72 hours during a two (2) week pay period, except as otherwise specified.

D. The Employer shall have the right to employ persons on a casual basis who do not fit the definition in B and C above. Provided that, such casual Employees shall be used only to work such shifts and situations as cannot normally or reasonably be expected to be worked by Employees defined in B and C above.

ARTICLE 4 - MANAGEMENT RIGHTS

Subject to the terms of this Agreement, the Employer retains the full and unrestricted right to operate and manage all workforce, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of workforce and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules and to perform any managerial function not specifically limited by this Agreement.
ARTICLE 5 - UNION ACTIVITY

A. The Employer and Union will not discriminate in any way against Employees because of membership in the Union or for any legitimate union activity conducted by Employees. The Union agrees, however, that the Union and Employees will not conduct or carry on any Union activities on the Employer premises which will unduly interfere or tend to interfere with the operation of the Employer.

B. It is further agreed that, at the mutual convenience of the parties, any meetings required in Steps 1-3 of the grievance procedure may be held on the premises at times that grievant and Union representatives may be on duty, so long as such meetings do not unduly interfere with the operation of the Employer.

C. The Union will be provided a space near the employee entrance or location agreed to by the Union and Employer for posting of notices, reports or announcements in connection with Union business and administration of this agreement. The Union agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

D. The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, up to a maximum of Six (6) Union Stewards/Leaders to handle such Union business, during their routine at the facility where they are employed, as may from time to time be delegated to them by the Union in connection with this collective bargaining relationship, including participation in investigatory meetings, upon request of the employee. Such activities shall not unduly interfere or tend to interfere with the operations of the Employer. The name of such stewards/leaders or committee members shall be furnished in writing to the Employer and any changes in stewards/leaders shall be reported to the Employer in writing. Stewards/leaders shall be entitled to a leave of two (2) days each calendar year for Steward Training and Education. The Union must seek approval of the Employer at least two (2) weeks in advance. Such approval shall not be unreasonably withheld by the Employer.

E. The Employer recognizes the identified Business Representatives of the Union as the proper authority to adjust with the Employer any controversy between the parties to the contract as to the meaning and application of the provisions of this Agreement, and to resolve disputes arising out of the administration of the Agreement.

F. The Employer shall allow a Union Steward/Leader a thirty (30) minute opportunity to meet with newly hired full-time and part-time employees on their first day of employment at a time convenient to Employer and Union Steward.
ARTICLE 6 - UNION SECURITY

1) No employee is required to be, become, or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member shall have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of his or her membership in the Union.

2) Within two weeks after execution of this Agreement, the Employer shall provide a master list to the Union of all employees in its employ, and thereafter, the Employer shall provide the Union a master list on a biannual basis. The Employer shall notify the Union within one week when employees are hired or terminated. All lists and information required by this paragraph shall be in writing.

3) With the written authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, on-line signup, or audio-recorded phone authorization submitted to the Union. The Union shall provide the Employer with the employee’s dues check off authorization. The Employer agrees to implement all terms of dues check off authorizations submitted by the Union to the Employer and agreed to by the employee in form Exhibit A attached hereto. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding duration, renewal, procedure of revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union. Such dues shall be remitted to the Union per pay period.

4) Employee Lists – Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Excel), a list with the following information:

- **New Hires**: (In the bargaining unit) name, hire date, address, phone number, personal and work e-mail addresses, classification, rate of pay, social security number, and number of hours worked per pay period.
- **Transferred Employees**: (This applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position), name, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- **Terminated Employees**: (from the bargaining unit) name, termination date, classification.
- **Employees on Leave of Absence**: name, date leave begins, date of return.
- **Changes**: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership of dues. Via Email not sortable electronic format.
- **Hourly Reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with the name and period the hours cover.
• **Seniority List**: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

SEIU Healthcare Minnesota is moving to a percentage dues system which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare MN is requesting the following data in addition to the member information provided above:

- **Each Pay Period**: name, gross pay per pay period, and dues deduction amount.
- **Annually**: name, social security number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

5. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued by an employee and against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article 6, including but not limited to claims for unlawfully deducting dues or other union fees or costs from an employee’s wages

**ARTICLE 7 - PROBATIONARY PERIOD**

A. New employees will be employed for a probationary period for the first ninety (90) calendar days and shall not accumulate seniority for this period. However, if said employee is retained following his/her probationary period (or after an extension thereof as provided in 8.C below), his/her seniority shall revert to the last day of hire and be computed on an hourly basis as set forth in Article 10. Employees discharged during the probationary period (or an extension thereof as provided in 8.C below) shall not have recourse through any provision of this Agreement.

B. Employees who are transferred, reassigned or promoted to a new position shall serve a probationary period of ninety (90) calendar days which shall not affect their seniority.

C. The Employer may extend the probationary period for any new employee for an additional period not to exceed ninety (90) calendar days subject to the review and approval of the Union. In order to exercise this provision, however, the Employer must notify the probationary employee in writing, with a copy to the Union, no later than ten (10) calendar days prior to the expiration of the original probationary period. Such notification shall state the reasons for the extension, the problem areas involved, and the corrective action required.

D. During the probationary period or extension thereof, if the employee’s performance does not meet satisfactory standards, in the exclusive judgment of the Employer, then the Employer may dismiss the employee if newly employed, or in the case of an employee serving a probationary period in another position due to transfer, reassignment or promotion to a
bargaining unit position, the Employer may transfer the probationary employee to the employee’s original position. The Employer’s decision is final and shall not be deemed a breach of this Agreement nor be subject to the grievance or arbitration procedure of this Agreement.

ARTICLE 8 - TRANSFER OF BENEFITS

A change in status from full-time to part-time or from part-time to full-time shall not work a forfeiture of earned benefits. A change in status from full-time to part-time or from part-time to full-time shall not work a loss of credited standing to earn benefits, which benefits are contractually provided in the status to which the Employee has changed.

ARTICLE 9 - SENIORITY

A. Employees shall have seniority as determined by date of hire and by total hours worked for the Employer. Hours worked shall include non-working hours which are actually paid for by the Employer.

When an Employee moves from one classification to another, that employee’s seniority in the new position starts at zero and shall accumulate thereafter based upon hours in the new classification. Said employee still has facility wide seniority for lay off purposes.

B. Employees in a non-work status may retain accumulated seniority even though they are not accruing more seniority, except that, unless otherwise agreed upon, seniority rights shall be terminated when any of the following occur:

1. An Employee terminates voluntarily.

2. An Employee is discharged for just cause.

3. A probationary Employee is terminated as provided in this Agreement.

4. An Employee, without Employer approval, exceeds an official leave of absence.

5. An Employee who has been laid off for more than three (3) continuous years, or an employee who is laid off and does not respond to a call to return to work within two (2) weeks of being called back.

C. The Employer shall post on a bulletin board and provide the Union with seniority lists on a semi-annual basis in January and July of each year. Such lists shall indicate Employee seniority by date of hire and by total hours of work.

D. Layoff and Other Hour Reductions

Layoffs and other reductions of hours shall be by job classification in inverse order of total hours worked for the facility. Prior to being laid off, an Employee may bump a less senior
Employee, based on total hours worked seniority, in any job which was previously held by the bumping Employee and for which the bumping Employee remains qualified. However, no Employee may bump into any position in which they have previously refused to work on a scheduled basis. Recall or restoration of hours shall be in reverse order of above. A laid off Employee or Employee who is reduced in hours shall have recall or restoration rights for a period of three (3) years. To retain recall or restoration rights a laid off Employee must respond to recall or notice of restoration within two (2) weeks of signing a certified return receipt per the Postal Service as sent by the Employer, or within 45 calendar days of proof of mailing by the Employer, whichever is sooner.

E. PTO

Selection of PTO time shall be by hours worked seniority, so long as such selection does not unreasonably interfere with Employer operation.

F. Holidays

Assignments will be rotated between Employees (full time and part time) within each classification and facility on a substantially equal basis.

G. Shift Selection

In departments having more than one shift, Employees who have worked three (3) years or five thousand hours (5,000) will be given the opportunity during two set periods to specify shift selection preference among available shifts as established by the Employer and within a job classification using seniority based on total hours worked for the Employer so long as such selection does not unreasonably interfere with Employer operation. Selection periods shall be December 1 to 15 for shifts from January through June, and June 1 to 15 for the shifts from July through December.

H. Overtime Assignment

Where the scheduling of overtime can be anticipated in advance, senior Employees as determined by hours worked shall have the preferential option of accepting or refusing overtime hours within a classification. An Employee may not unreasonably refuse overtime assignment if no less senior Employee is available to take the assignment.

I. Promotions

Senior Employees, based upon total hours seniority for Employer, will be given first consideration for promotion to permanent vacancies, and will be promoted to positions for which their qualifications are substantially equal to other applicants.

J. Transfers
Senior Employees, based upon total hours seniority for Employer, will be given first consideration and will be transferred to available positions within equal job classifications whenever their qualifications are substantially equal to other potential transferees.

K. Super Seniority - Department Heads

Department Heads shall have super seniority within their department for purposes of layoff and/or hours reduction.

L. Posting

Employer will post all known permanent vacancies, and all permanent promotional and transfer opportunities in any and all bargaining unit positions in order to give unit Employees an opportunity to apply for same. Except on a temporary basis, no vacancy will be filled without ten (10) calendar days posted notice on the Employer bulletin board.

M. A part-time employee who over a 6 month period regularly works more hours than his or her guaranteed hours may request to have the hours reviewed to determine whether an increase in hours should be made. The department manager shall put an answer in writing, including the rationale, within 2 weeks of receiving the request.

N. Additional hours.

Any additional hours, whether temporary or permanent shall be offered to qualified employees on the basis of seniority. The Employer shall make the determination of who is a qualified employee for purposes of the additional hours, but may not be arbitrary or capricious in making such determination.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. The Employer and the Union, also referred to as the “parties”, desire that either party and each employee have a means by which grievances may be given timely, fair and continued consideration until resolved. In order to facilitate confidence in this procedure, an Employee shall not be subject to criticism, or reprisal from the Employer for using the grievance procedure.

B. A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement:

Step 1: The Employee, with or without a steward/leader, will informally discuss the grievance with the employee’s immediate supervisor.

Step 2: If the grievance is not resolved satisfactorily at the time of Step 1, it shall be reduced to writing and the Employee shall submit the grievance to the administrator within ten (10) days following the date of the occurrence. A grievance relating to pay...
shall be timely if received by the Employer within fifteen (15) days after the payday for the period during which the incident giving rise to the grievance occurred. When the grievance is placed in writing, said writing shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Within ten (10) days after submission of the written grievance to the Administrator, a meeting to consider the grievance shall be held among the representatives of the Employer, and the Union and the grievant. Within ten (10) days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the grievant.

Step 3: In case no settlement can be arrived at between the parties in Step 1 or Step 2 above, the matter in dispute may be submitted to the Bureau of Mediation Service for resolution by mediation if both parties mutually agree. The utilization of Step 3 does not prevent either party from utilizing the arbitration procedure in Step 4.

Step 4: If the grievance is not resolved at Step 2, then the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within ten (10) calendar days following the Step 2 period or the Employer’s written reply to the grievance in Step 2.

The Union shall have thirty (30) days from the Employer’s acknowledged receipt of the demand for arbitration to request a panel of five (5) arbitrators from the Bureau of Mediation Services, State of Minnesota, shall participate in the striking process to select an arbitrator within thirty (30) days of its receipt of the panel, and shall agree to schedule the hearing on a date available to the arbitrator and Employer within three months of the arbitrator’s selection or, if such date is not available, at the earliest available date thereafter. The parties may modify this schedule by written agreement.

The arbitration hearing shall be held in Grand Marais, Minnesota.

The director, Bureau of Mediation Services, State of Minnesota, shall be requested to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. More than one (1) grievance may be heard by the same arbitrator by mutual agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance.

The fee and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

C. If a grievance is not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer.
D. Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within seven (7) days following the suspension or discharge.

E. For the purposes of this Article, a day is a workday other than Saturday, Sunday, or a holiday recognized by this Agreement. In computing any time period specified in this Article, exclude the day of the event that triggers the period, count every day other than Saturday, Sunday or a holiday recognized by this Agreement and include the last day of the period, but if the last day is on a Saturday, Sunday or legal holiday recognized by this Agreement, the period continues to run until the end of the next day that is not a Saturday, Sunday or legal holiday recognized by this Agreement.

ARTICLE 11 - DISCIPLINE PROCEDURES

A. Employer will discipline for just cause only. Disciplinary actions shall be in one or more of the following forms, based on the nature of the offense or breach of expected conduct and the history of performance of the Employee:

(a) Oral reprimand  
(b) Written reprimand  
(c) Suspension  
(d) Discharge

B. The philosophy of progressive discipline will be adhered to, but disciplinary actions need not always be taken in order indicated above. Written disciplinary measures including written reprimands, notices of suspension or discharge, which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. The Employee shall be given a copy of such reprimands or notices and if the Employee does not sign and acknowledge receipt thereof, the Employer shall indicate that a copy was given to or mailed to the Employee and shall indicate the date of such action.

C. Action to suspend or discharge shall be in written form and shall state the reasons for the action taken. Such notices shall also indicate the effective date or the time period, if appropriate, for which the action shall be effective.

D. An Employee shall be given opportunity to submit a written response and such response should be attached to any disciplinary document in Employee's personnel file. Except for customer-related incidents, upon the request of the Employee all documents relating to discipline will be destroyed after twenty-four (24) months from the occurrence giving rise to such discipline and will not be admissible in any subsequent discipline proceeding, provided there has been no re-occurrence or other disciplinary action since the occurrence.

E. The Union shall be provided with a copy of any notice of suspension or discharge and an Employee will not be questioned concerning an investigation of disciplinary action unless
the Employee has been given an opportunity to have a Union representative present at such questioning.

F. A suspension of not less than five (5) calendar days, without pay, shall precede the effective date of any discharge action, subject to the Employee being repaid if the Employee's grievance is upheld.

G. Employees may examine their own individual personnel files at reasonable times under the supervision of the Employer and may secure copies of any contents thereof at reasonable cost.

ARTICLE 12 – DRUG & ALCOHOL

The parties agree that the North Shore Health policy and procedure, Drug and Alcohol Testing Policy, effective 1/2011 shall remain in effect during the term of this collective bargaining agreement.

ARTICLE 13 - ANTI-DISCRIMINATION

All Employees have the right to a work environment free from discrimination, intimidation or harassment because of sex, race, creed, color, religion, marital status, status with respect to public assistance, disability, national origin, membership or activity in a local commission, sexual orientation, age, or any other protected category as defined by statute. Any proven violation of this provision may lead to discipline, including discharge.

ARTICLE 14 - WAGES

A. Effective the first full pay period in 2018, the base wage increase of 2.5 % will be applied across the board. Effective as of the pay period including January 1, 2019 the base wage increase of 2.5 % will be applied across the board. Effective as of the pay period including January 1, 2020 the base wage increase of 2.5 % will be applied across the board. The only retroactive item in the contract is the base wage.

B. Salary rates shall be as set forth in Appendix A., Base Hourly Pay Tables attached hereto and made a part hereof.

C. An employee will move up to the next step in grade upon completing 2080 paid hours per the Hourly Pay Table or 2 years whichever comes first and to the 15 year step upon completion of 31200 paid hours per the Hourly Pay Table.

D. When an employee moves to a new job, management will place the employee in the grade appropriate for the job and in a step that recognizes prior experience.

E. Upon employment by the Employer of an employee who has prior experience in the same or similar position, or if market forces indicate the need, the Employer will review and evaluate the experience, qualifications and market forces and assign the employee to the
appropriate grade and step commensurate with this experience or market force. This assignment of grade and step will be confirmed as a part of the hiring letter.

F. If the Employer determines that the market for a specific job title has increased significantly or if the Employer experiences an inability to recruit or retain for a specific job title, the Employer agrees to meet and bargain with the Union regarding the manner in which the issue will be addressed; however the Employer shall be under no obligation to agree to an increase in the wage for that job title.

ARTICLE 15 - LONGEVITY

Regularly scheduled full-time and part-time employees covered by this agreement who complete 20 years of continuous service with the Employer shall receive a one-time longevity bonus of $2,300.00.

ARTICLE 16 - PAY PERIOD

Pay periods will consist of fourteen (14) consecutive days and will be the same for all Employees. At least two (2) weeks written notice shall be given by the Employer to all Employees and good cause shown should the Employer wish to change the beginning and ending times for the two (2) week pay period, which currently begins with the Employee's first shift on a Sunday and ends fourteen (14) days later with the Employee's last shift on Saturday. Paychecks will be issued within two (2) weeks following the closing of the pay period.

ARTICLE 17 - HOURS OF WORK AND PREMIUM PAY

A. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The normal work day shall be defined as follows:

1. for 8 hour shifts: a shift of eight and one-half (8 ½) hours, which includes eight (8) work hours and a one-half (½) hour meal period. Two (2) fifteen-minute (15) rest periods shall be allowed during work hours.

2. for 12 hour shifts: a shift of twelve and one-half (12 ½) hours, which includes twelve (12) work hours and a one-half (½) hour meal period – or – a shift of twelve (12) work hours. Three (3) fifteen-minute (15) rest periods shall be allowed during work hours for either twelve (12) hour shift option. Either the Union or the Employer may eliminate twelve (12) hour shifts by giving six (6) week notice to the other party. The parties agree to meet and discuss any proposed modifications of the twelve (12) hour scheduling as it relates to any individual employee.

The normal work schedule shall cover a four (4) week period and for full-time Employees will normally include seventy two (72) to eighty (80) hours of work each two (2) weeks (fourteen (14) consecutive days). For purposes of this contract, and any applicable provisions thereof, weekend is defined as that period from Friday 11:00 p.m. to Sunday 11:00 p.m. The parties recognize that, for various reasons, it may be necessary to establish schedules other than the above in various departments, including the use of
part-time schedules. Should it be necessary, in the judgment of the Employer, to establish a work schedule period or day departing from the above, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

The Employer and Union have agreed to the following definitions of the term "day" for the following departments:

Housekeeping:

For Housekeeping employees covered by this Agreement, a "day" is defined as the 24 hour period running from midnight (12:00 AM) until the following midnight.

An employee working in Housekeeping and another department will be assigned to a primary department. The definition of "day" used in the primary department will apply to all hours worked by the employee, regardless of where the hours are worked.

Care Center:

For Care Center employees covered by this Agreement, a "day" is defined as the 24 hour period running from 6:00 AM until the following 6:00 AM.

An employee working in the Care Center and another department will be assigned to a primary department. The definition of "day" used in the primary department will apply to all hours worked by the employee, regardless of where the hours are worked.

Dietary Department

For Dietary employees covered by this Agreement, a "day" is defined as the 24 hour period running from midnight (12:00 AM) until the following midnight.

An employee working in the Dietary department and another department shall be assigned to a primary department. The definition of day used in the primary department will apply to all hours worked by the employee, regardless of where the hours are worked.

B. For any Employee covered by the Fair Labor Standards Act (29 U.S.C. 201 et seq.) and its regulations, premium (overtime) pay will be paid as follows:

1. a) 12 hour shifts - for employees working 12 hour shifts where premium pay is based on a forty (40) hour work week, premium pay will be paid at one and one-half (1 ½) times the Employee's regular rate of pay for all hours required to be worked in excess of forty (40) per week. In addition, Employees scheduled for twelve (12) hour shifts will receive premium pay, at the rate of one and one-half (1 ½) times their regular rate of pay for all hours required to be worked in excess of twelve (12) per day.
2. 8 hour shifts - for all positions, premium pay will be paid at one and one-half (1 1/2) times the Employee’s regular rate of pay for all hours required to be worked in excess of forty (40) hours per week.

3. for Employees who work any combination of eight (8) and twelve (12) hour shifts, premium pay will be based on the forty (40) hour work week rule.

4. premium pay shall be calculated to the nearest fifteen (15) minutes

5. for purposes of this article, regular pay means the base rate of pay.

C. For the purpose of computing premium pay, hours worked shall not be pyramided, compounded or paid twice for the same hours. Overtime pay will be calculated on the regular / base rate of pay prior the addition of any differential pay.

D. Whenever reasonable, an Employee shall be scheduled for a maximum work week of five (5) consecutive days.

E. Work schedules including On Call hours will be posted at least fourteen (14) calendar days in advance of their effective date, except when Monday is a holiday and except that the schedules which include the Thanksgiving holiday and through at least January first of the following year will be posted no less than thirty (30) calendar days before effective date.

F. Employees will not be scheduled for more than two different shifts in a seven (7) day period unless mutually agreed upon in writing.

G. Employer will avoid scheduling Employees to work on Friday night shifts preceding scheduled weekends off.

H. Employer will schedule so that Employees have, at a minimum, every other weekend off, unless mutually agreed upon in writing.

I. Employees required to be on call shall be paid an hourly rate according to the following schedule:

On call rate shall be the following for all hours:
1/1/07 $4.00
1/1/08 $4.40
1/1/09 $4.75
1/1/16 $5.00

When an Employee is on-call during a Holiday as defined by the collective bargaining agreement, the on-call rate will be paid at double the normal on-call rate. Holiday call
hours shall be set by each department as long as they do not change the total number of holiday hours, with agreement by the Union and the Employer.

The hours during which an Employee is on call shall not be considered work hours for any other purposes within this Agreement and the only compensation or benefit for such hours is the hourly rate specified herein above, unless otherwise specifically provided.

J. Call pay shall be paid for all required on-call hours, regardless of whether the Employee is called in to work.

The Union and the Employer agree that the purpose of compensated call is to provide 24 hour coverage for patient care without the need to staff the facility during off shifts, weekends, and other necessary times.

K. If called in on a weekend off, an employee shall be paid an additional $6.25 for each hour worked up to a maximum of 8 hours.

L. When a full-time Employee is called off from a regularly scheduled shift due to low census, the Employee will be given credit for unworked hours as if the hours had been worked for purposes of seniority, salary increase anniversaries, and PTO benefits.

M. When an Employee is not scheduled but called in to work, said Employee shall receive one half (½) hour pay in addition to actual time worked, except, total is not to exceed number of hours of full shift.

N. Shift Differential Pay

Nights – third (3rd) shift: The shift differential shall be one dollar twenty-five cents ($1.25) per hour for the night shift. The night shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 11:00 p.m. and before 7:00 a.m.

Evenings – second (2nd) shift: The shift differential shall seventy-five cents ($.75) per hour for the evening shift. The evening shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 2:30 p.m. and before 11:00 p.m.

O. When non-scheduled work hours (i.e. overtime) extend across shifts, differential pay will be applied for any non-scheduled hours worked during the second (2nd) and/or third (3rd) shift(s).

Shift differential is not applied to PTO and holiday benefits. However, Employees working during the above specified shift differential hours on a holiday shall be paid shift differential pay.

P. Call Back Pay: An Employee who has been assigned call and called in to work by the Employer shall be paid at the rate of one and one-half times the employee’s normal hourly
wage rate for the hours worked and will be guaranteed a minimum of one (1) hours pay, except all employees, who are covered by this Labor Agreement and are members of the ambulance squad, except employees who are in-house EMTs, who are called and work on an ambulance run shall only be paid one and one-half times their regular rate of pay for the time they are on the ambulance run if they are entitled to premium (overtime) pay pursuant to Article 18.B. and 18.R. of this Labor Agreement.

Call-In Pay: An employee who is not on call but who voluntarily agrees to return to work hours not regularly scheduled, will be guaranteed a minimum of one (1) hours of pay.

Q. Employee eyeglasses damaged while on the job will be replaced by the Employer provided the employee files an Incident Report that indicates how the glasses were damaged on the job.

R. The Employer and the Union, or the Employer and an individual Employee may mutually agree upon a pattern of work schedules providing for work in excess of 8 hours per day. Work schedules established pursuant to this article shall be subject to the following conditions.

1. The Union or the Employee shall have an opportunity to review the proposed alternate work schedule prior to volunteering to work the schedule. The Employer shall retain written documentation that the Union or the Employee has agreed to an alternate work schedule and of the type of alternate schedule to which the Union or the Employee has agreed.

2. The basic work period shall be 40 hours per week.

3. There shall be a 15 minute paid break for each 4-hour work period; there shall be a paid restroom break for each work period of less than 4 hours. Alternate work schedules will normally include a ½ hour unpaid meal break, however, schedules without meal breaks may be established by the Employer.

4. Shift differentials will be applied according to the terms and conditions of the contract.

5. Employees working on designated holidays will be paid double time for all hours worked on the holiday.

6. The scheduling of weekends and holidays for Employees on an alternate schedule will follow the usual practice of the department.

7. Either the Employee or the Employer may revoke the alternate work schedule by giving written notice to the other party at least 6 weeks prior to the effective date of the next posted schedule. The Employee revoking the agreement will not negate the ability of the Employer to continue on the schedule and will afford the Employee those rights as afforded under the Lay-Off and recall clauses of this contract.
8. The Employer agrees to meet periodically during the term of this agreement to review and discuss and consider the effect of alternate work schedules.

9. There shall be no discrimination by the Employer against any Employee because he/she declines to volunteer for alternate work schedules or because he or she revokes a prior election in the manner herein provided. In establishing an alternate schedule, the Employer shall avoid any disruptive impact or alterations in scheduling of hours, shifts, holidays, vacations or weekends for an Employee who is not on an alternate schedule, it being the intention of this article that alternate schedules are to be supplemental and not a replacement for other schedules. In addition if alternate shifts are agreed upon on a selective basis, Employees shall be permitted to bid on these shift options per the seniority provisions of the contract. For example, if 1 of 3 positions within a job class is to be offered an alternate shift option, the offer shall be handled by seniority in a top to bottom fashion. Assignments to alternate shifts shall be handled in a bottom to top fashion.

S. Uniform Allowance

In those departments in which a uniform is required per departmental or facility requirements, the facility will either supply those uniforms up to a total cost of $100.00 annually, or reimburse the Employee up to $100.00 annually to accommodate that requirement.

A. Required uniforms means specific articles of clothing that have been authorized by the Department Head and Administrator. These articles of clothing are mandatory for all departmental employees. All employees in the department must wear the designated uniform without exception.

B. Complying with the facility’s dress code does not meet the requirement of a uniform.

T. Trained Medication Aides (TMAs) will receive an additional fifty cents ($0.50) to their hourly base wage.

ARTICLE 18 - BENEFIT ELIGIBILITY

Seventy-two (72) hours per pay period shall be considered full time for eligibility for benefits, except as otherwise specified.

ARTICLE 19 - HOLIDAYS

A. The following holidays are recognized for Employees: New Year’s Day, President’s Day, Good Friday, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day.
B. If an Employee is required by scheduling to work on a holiday, he/she will be paid two (2) times the regular rate of pay for all hours worked. In lieu of holiday pay as provided previously, a full-time employee may elect to take a paid day off and shall receive hours of regular pay equal to the number of hours worked on that holiday. The day off must be taken within a six (6) week period after the holiday. If a holiday falls on a day when a full-time employee is not scheduled to work, the employee will receive their regular scheduled pay on the paycheck for that period as holiday pay for the employee’s regularly scheduled hours. The employee may alternatively choose to take a day off with pay within six weeks of the holiday. Requests regarding holiday scheduling, scheduling alternate days off and payment in lieu of holidays must be submitted to the Supervisor prior to the posting of the schedule that includes the holiday. If the holiday falls during a time when the employee is on vacation, the holiday shall not be counted as a vacation day.

C. For all purposes under this contractual agreement, a holiday shall be considered to begin at 12:00 midnight on the day of the holiday and end at 11:59 p.m. on the holiday, except that Christmas Day shall be considered to be from 3:00 P.M. on December 24 to 11:00 P.M. on December 25. New Year’s Day shall be considered to be from 3:00 P.M. on December 31 to 3:00 P.M. on January 1.

D. It has been a long standing practice in the Care Center to pay employees for worked holidays by shift, rather than by the hours specified in Article 19.C.

Both parties wish to continue the current practice and have agreed that the following definitions will apply:

1. If the holiday begins within 1 ½ hours of the shift start time, the entire shift will be considered holiday.
2. No more than
   a. three (3) 8 ½ hour shifts (8 hours paid and ½ hour unpaid) or
   b. two (2) 10 ½ hour shifts (10 hours paid and ½ hour unpaid) or
   c. two (2) 12 hour shifts (12 hours paid) or
   d. two (2) 12 ½ hour shifts (12 hours paid and ½ hour unpaid) will be paid per 24 hour holiday.
3. If a shift has more than 1 ½ hours outside the defined holiday hours, the employee will be paid for holiday hours worked only, not the entire shift.
4. Departments following this practice must identify what shifts will be considered holidays so employees know which shifts will be paid at double pay.

ARTICLE 20 - PAID TIME OFF

A. Paid time off (PTO) is available to all employees to provide them with opportunities for an approved absence due to their illness or injury or that of a family member for personal business which can only be conducted during business hours and for vacation. The amount of PTO employees receive increases as they accumulate hours paid, as shown in the following schedule.
B. Paid hours include regular and overtime hours (on a hour per hour basis), holiday hours, and PTO hours.

C. **PAID TIME OFF SCHEDULE** – Employees with start dates prior to 5/10/10

<table>
<thead>
<tr>
<th>PAID HOURS CATEGORY</th>
<th>HOURLY ACCRUAL RATE</th>
<th>ANNUAL ACCRUAL RATE</th>
<th>MAXIMUM ACCRUED HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 4160 Hours</td>
<td>.07692</td>
<td>160 Hours</td>
<td>400 Hours</td>
</tr>
<tr>
<td>4161 to 8320 Hours</td>
<td>.09615</td>
<td>200 Hours</td>
<td>480 Hours</td>
</tr>
<tr>
<td>8321 to 24960 Hours</td>
<td>.11538</td>
<td>240 Hours</td>
<td>560 Hours</td>
</tr>
<tr>
<td>24961 &amp; Up</td>
<td>.13461</td>
<td>280 Hours</td>
<td>640 Hours</td>
</tr>
</tbody>
</table>

D. **PAID TIME OFF SCHEDULE** – Employees with start dates of 5/10/10 or after

<table>
<thead>
<tr>
<th>PAID HOURS CATEGORY</th>
<th>HOURLY ACCRUAL RATE</th>
<th>ANNUAL ACCRUAL RATE</th>
<th>MAXIMUM ACCRUED HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 4160 Hours</td>
<td>.07692</td>
<td>160 Hours</td>
<td>306.25 Hours</td>
</tr>
<tr>
<td>4161 to 10400 Hours</td>
<td>.09615</td>
<td>200 Hours</td>
<td>367.50 Hours</td>
</tr>
<tr>
<td>10401 to 29120 Hours</td>
<td>.11538</td>
<td>240 Hours</td>
<td>428.75 Hours</td>
</tr>
<tr>
<td>29121 &amp; Up</td>
<td>.13461</td>
<td>280 Hours</td>
<td>490.00 Hours</td>
</tr>
</tbody>
</table>

E. All hours may be carried from one calendar year to the next but in no case will an employee be allowed to accumulate more hours than are shown in the **Maximum Accrued Hours** column. Employees who voluntarily terminate employment and provide two (2) weeks written notice to the Employer shall be paid for unused leave.

F. **PTO** can be used in minimum increments of one fourth (1/4) hour. To take time off an employee must request advance approval from their immediate supervisor, in accordance with department policy, prior to beginning of the requested leave. Employees will be advised of approval or denial of time off within one (1) week of the acknowledged receipt of the request. If they are unable to report to work due to their own illness or injury they must notify their supervisor before the scheduled start of their workday.

G. **PTO** hours accumulate from date of hire but cannot be used until the employee completes the probation period (90 days).

H. Employees are encouraged to reserve some time off for emergencies, however, in June and December each year they may elect to receive payment of up to 50% of unused time over 50% of their **Maximum annual accrual**.

I. An extended leave bank is established to store the sick leave balance, which is not converted to the **PTO** system. These hours may be used to cover employee illness when the **PTO** bank
has a remaining balance of 80 hours or less. The employee will not be entitled to compensation for any balance remaining upon termination.

J. During the first calendar year of this contract, on the employee’s hire date, the employee will be given credit for **paid hours** at the rate of 2080 hours for each year of service. Subsequent to this adjustment the employee will be credited with paid hours and these total hours will be used to determine the current **hourly accrual rate**.

K. Upon terminating employment the employee will be paid any balance due with the last pay check, unless notice was required and not timely provided.

L. It is recommended that PTO be taken concurrently with any leave granted under FMLA. If the Employee elects to use PTO and FMLA non-concurrently, than any and all PTO (including Extended Bank hours) must be taken prior to the FMLA leave.

M. Employees who change to a casual status will have their accumulated PTO frozen until their status reverts to part-time or full-time. Upon termination or after one (1) year on casual status, PTO shall be paid out.

**ARTICLE 21 - LEAVE OF ABSENCE--GENERAL RULES**

A. Employees are granted certain leaves of absences as of right or in the sole discretion of the Hospital and with or without pay, all according to the terms of Article 22 to 28 as summarized in the following manner:

<table>
<thead>
<tr>
<th>Article Type</th>
<th>Leave</th>
<th>Of Right</th>
<th>Discretionary</th>
<th>Paid</th>
<th>Not Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Parenting</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22</td>
<td>Extended Parenting</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23</td>
<td>Jury</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>24</td>
<td>Bereavement</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25</td>
<td>Military</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26</td>
<td>Disability</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>27</td>
<td>Discretionary</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

B. All leave of absence requests shall be made in advance of anticipated leave, except in cases of illness, death in the family and other bona fide emergencies, and shall be approved by the Administrator following consultation with the Employee’s Supervisor.

C. All requests for leave of absence of greater than thirty (30) days must be in writing on forms provided by the Employer.

D. Normally, a leave of absence will not be granted in conjunction with a vacation.

E. The Employer may fill the position of an Employee on leave with a temporary Employee. Provided that, if a leave of absence extends beyond six (6) months, the Employer may fill the
position with a permanent Employee if, after having made all reasonable and practical efforts, it is unable to find a temporary Employee. In such case, the Employee remaining on leave shall be given first preference over other applicants for the first equivalent position available after expiration of said leave.

F. Anniversary dates, if applicable, will be adjusted based on the length of the leave, except for leaves as required by law.

G. If an Employee desires to continue group insurance coverage during an unpaid leave, the Employer shall continue payment of all insurance premiums in the manner and amount provided in this contract during any approved leave of absence of thirty (30) days or less or any longer period required by law. All insurance premiums beyond said period shall be entirely at the expense of the Employee and subject to group eligibility.

ARTICLE 22 - PARENTING LEAVE

A. A parenting leave of absence without pay shall be granted upon request to an Employee who becomes the parent of a child by childbirth or adoption. The initial leave may be for up to six (6) months during the period from three (3) months prior to childbirth or adoption to six (6) months after.

B. An additional six (6) months leave shall be granted by the Employer if requested at least thirty (30) days prior to expiration of the initial leave. Provided that the Employer may fill the Employee's position during such additional leave and the Employee shall be considered to have terminated employment for all purposes, save that the Employee shall be given first preference over other applicants for the first equivalent position available at the Facility after expiration of said additional leave.

C. To the extent allowed by law, any leave taken pursuant to FMLA or the Minnesota Parenting Leave Act shall reduce the leave available under this Article.

ARTICLE 23 - JURY DUTY

An Employee called to serve on a jury or presenting evidence of being subpoenaed as a witness for Employer related cases, shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and his/her regular compensation. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for the purpose of computing overtime. If the Employee is excused from jury duty on any day they shall be expected to return to work if reasonable time remains in the shift.

ARTICLE 24 - BEREAVEMENT LEAVE

Three (3) days absence without loss of pay will be allowed the Employee in the event of death of a member of the Employee's immediate family; namely: spouse or domestic partner, father, mother, son, daughter, sister, brother, parents of spouse or domestic partner, grandchild and
grandparents. The Employee must have been scheduled for work for any day such leave is granted.

ARTICLE 25 - MILITARY LEAVE

Any Employee called for military service or compulsory training shall be entitled to the paid or unpaid leave and retention of all benefits as provided in all applicable laws, and any Employee hired in his/her place during this absence shall be so informed.

ARTICLE 26 - DISABILITY LEAVE

A disability leave of absence shall be granted to any Employee at such time as he/she has exhausted all accumulated sick leave and PTO benefits and in the event his/her illness or disability continues after such time, which period shall not exceed six (6) months.

ARTICLE 27 - DISCRETIONARY LEAVE

Leaves of absence without pay may be granted at the discretion of the Employer for other purposes.

ARTICLE 28 - GROUP INSURANCE AND FLEX PLAN

A. The Employer provides an Employee group insurance program. The Employer makes this program available to Employees according to the terms herein stated and according to such policy provisions of such programs as may from time to time apply.

B. All premiums and coverages in addition to those provided by the Employer paid premiums shall be at the expense of the Employee and said cost shall be deducted from wages owing to said Employee. However, if accumulated wages are not sufficient to cover said costs, the Employee shall provide payment to the Employer for such costs by the first (1st) day of the month after the costs are incurred. Any Employee who allows any coverage to lapse for non-payment of premiums, shall only be entitled to reinstate coverage on whatever terms allowed by said group policy.

C. The failure of any insurance carrier, medical association, or any underwriter to provide any of the benefits for which such contract shall be made, shall result in no liability to the Employer, nor shall such failure of any such insurance carrier, medical association or underwriter be considered a breach of any of the obligations of the Employer undertaken by this or any other agreement with the Union excluding negligence or intentional wrongdoing on the part of the Employer. Such insurance contracts and medical and surgical coverage will cover the eligible Employees above specified, but if any of such contract shall be cancelled, the Employer shall immediately do what may be necessary to provide substitute contracts to the best of its ability.

ARTICLE 29 - FLEX PLAN

21
The flex plan allows Employees to be reimbursed, subject to the limits of their fund balance, for certain statutory tax deductible expenses not already covered by insurance or other benefits. Flex plan guidelines applicable from time to time shall be made available to Employees on request.

**ARTICLE 30 - HEALTH INSURANCE**

A. Employer will offer a VEBA 831 group health insurance plan and make contributions toward the monthly premiums based on the schedule noted below. In addition, the Employer shall contribute to the VEBA account of each eligible employee according to the following schedule.

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$700</strong></td>
<td>$1,000</td>
<td></td>
</tr>
</tbody>
</table>

The above VEBA account contribution shall be prorated based on hours scheduled with Employer paying 100% of the identified amount for Employees scheduled 72 or more hours per pay period, 80% of the identified amount for employees scheduled 60-71 hours per pay period, 66% of the identified amount for employees scheduled 48-59 hours per pay period and 50% of the identified amount for employees scheduled 36-47 hours per pay period.

Table of premium payments effective with first deduction for January 1, 2016 premium:

<table>
<thead>
<tr>
<th>Number of hours scheduled per pay period</th>
<th>Premium paid by Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For Single</td>
</tr>
<tr>
<td>72 or more</td>
<td>85.0%</td>
</tr>
<tr>
<td>60-71</td>
<td>68.0%</td>
</tr>
<tr>
<td>48.59</td>
<td>56.1%</td>
</tr>
<tr>
<td>36-47</td>
<td>42.5%</td>
</tr>
</tbody>
</table>

The Employer’s annual contribution to the VEBA accounts shall be made in four (4) equal quarterly installments, payable as of the beginning of each quarter of the calendar year to then-eligible employees.

The Employer shall be obligated to make only one (1) VEBA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

C. This coverage shall become effective as required by the Patient Protection and Affordable Care Act (ACA) or no later than on the first of the month following ninety (90) calendar days of employment. Upon being enrolled in the program, a determination will be made of employee’s number of “scheduled” hours (for the purpose of Health insurance only). The Employer will regard hours worked and PTO hours during any calendar quarter as “scheduled” for the purpose of establishing employer contribution toward the following calendar quarter’s health insurance premiums.
D. Group Health Insurance Advisory Committee ("GHIAC")

On July 1, 2004, the Employer and its Unions established an advisory committee known as the "Group Health Insurance Advisory Committee" to study and analyze the group health insurance options available to the Employer's employees. This committee is composed of nine (9) members, five (5) of whom are selected by the Employer, two of whom are selected by the MNA and two (2) of whom are selected by the Employees' Union.

The GHIAC shall review all group health insurance options available to the employees, including, but not limited to plan design, changes, costs, reserves, premiums, requests for proposals and proposed changes.

The GHIAC shall meet at least annually and a nonbinding report of its group health insurance recommendations shall be sent to the Board of Directors.

The nurses and employees serving on the GHIAC shall receive pay at their normal hourly rate for the meetings of the GHIAC.

F. No diminishment in benefits.

Pursuant to Minnesota Statutes section 471.6161, subdivision 5, the Employer and the Union agree, during the term of this agreement, the aggregate value of benefits provided by the group insurance contracts for members covered by this agreement shall not be reduced, unless the Employer and the Union agree to a reduction in benefits.

G. Notwithstanding the above, the Employer and Union agree that the Employer, at its discretion, may increase the percentage of its 2016 and 2017 premium contribution (and reduce the employee percentage accordingly) for any unit employee as may be necessary to remain compliant with the Patient Protection and Affordable Care Act.

ARTICLE 31 - LIFE INSURANCE

The Employer shall pay the premium for the Ten Thousand Dollars ($10,000.00) group life insurance coverage pursuant to the present Group Life Insurance Plan for all Employees regularly scheduled to work sixty (60) hours or more per pay period. This coverage shall become effective on the first of the month following ninety (90) calendar days of employment.

ARTICLE 32 - INCOME DISABILITY

For Employees regularly scheduled to work sixty (60) hours or more per pay period, the Employer shall pay the premium on the present group income disability insurance program. Employees shall be ineligible for said program upon termination or upon ceasing to be regularly scheduled to work sixty (60) hours or more per pay period. This coverage shall become effective on the first of the month following ninety (90) calendar days of employment.
ARTICLE 33 - DEFERRED COMPENSATION

Employees shall be eligible to participate in the Deferred Compensation Program, contributions to which shall be entirely at the expense of the Employee.

ARTICLE 34 - IN-SERVICES/EDUCATION REIMBURSEMENT

Employees required to attend in-services mandated by the Employer will be paid at the applicable rate of pay. With prior written supervisory approval, employees may choose to attend voluntary in-services with hours attended considered hours worked. Employer reserves full discretion in deciding whether or not to approve attendance at a voluntary in-service.

The parties agree that the North Shore Health policy and procedure, Educational Assistance Policy C-5, effective 8/1/2015 shall remain in effect during the term of this collective bargaining agreement.

ARTICLE 35 - COPE

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, contributions per month, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur each month and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued by an employee against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section.

ARTICLE 36 - LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree that there are mutual interests which need to be addressed in order to improve organizational effectiveness, enhance job satisfaction, and improve job security. The Employer and the Union agree to establish a Labor Management Committee (hereinafter referred to as LMC). At the request of either party, the committee shall participate in BMS training, not to exceed four (4) hours per contract term.

The LMC will study, evaluate, and make recommendations to either or both parties regarding issues brought before it. The LMC will aim to provide a maximum exchange of information, increase communication, and to increase employee understanding of and input into decisions that affect employees and their jobs.

The LMC shall consist of an equal number of representatives designated by the Employer (not to exceed four (4)) and by the Union (not to exceed four (4)) and shall meet at least quarterly with meetings not to exceed two (2) hours. Meetings in addition to quarterly meetings may be scheduled upon mutual agreement of the Employer and the Union.
Staff selected to serve on the LMC will be paid for all hours spent in the LMC meetings. Neither the Employer nor the Union gives up any rights under the law or this Agreement by the discussion of or disposition of any issue. No activities of the LMC shall violate, change, or otherwise affect any provision of this Agreement without the explicit written approval of both parties. All bargaining and grievance settlements shall occur outside of the LMC. No discussion shall include active grievances or attempts to settle active grievances. The willingness of either party to discuss and issue shall not be construed as an agreement to bargain or as a waiver of the right to bargain. This section may not be used by either party as the basis, in whole or in part, for alleging a violation of the Agreement.

ARTICLE 37 - SEVERABILITY

This Agreement is subject to the laws of the United States and of the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. The voided provision may be negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 38 - SCOPE OF AGREEMENT

A. Except as otherwise qualified in this Article, this Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreement arrived at by the parties under the exercise of that right and opportunity as set forth in this Agreement.

B. The parties recognize that the Employer may establish personnel policies and practices regarding the employment relationship of the parties, so long as not inconsistent with this Agreement.

C. The parties to this Agreement recognize that there may be benefits, rights and privileges now in effect for Employees which are not specifically covered by this Agreement but which are in existence from previously established policies applicable to Employees in this bargaining unit. The parties also recognize that there may be similar restrictions and limitations on Employees' rights which have not been transferred from existing policies to this Agreement. The parties, therefore, agree that all existing benefits, rights and privileges and restrictions and limitations applicable to Employees, existing in written Employer Personnel Policies, which are not inconsistent with any expressed terms of this Agreement, shall continue in effect and continue to be enforceable, but only until the termination of this Agreement as specified in Article 40 – Duration and Renewal.

D. It is the expressed intention of the parties to embody all terms and conditions of employment for this bargaining unit in the expressed terms of this Agreement and any successor
agreement in the future. Any benefit, right or privilege claimed from pre-existing written policies shall be continued in effect only if the same subject has not been covered in this Agreement and it is clearly a matter of pre-existing past practice which was inadvertently omitted from negotiation of this Agreement. Restrictions on Employee activity and exercise of Employee rights contained in pre-existing personnel regulations shall continue in force and effect as work rules, except to the extent that they are inconsistent with provisions of this Agreement.

E. The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered Employees under the laws of the United States or of the State of Minnesota.

ARTICLE 39 - SUCCESSION

In event of sale, lease, purchase, merger or other transaction affecting ownership or control of operation of the Facilities, the Employer shall make known to the Union and to any contracting party to such transaction, prior thereto, the terms and obligations of this Agreement, and the Hospital shall make its best effort to ensure that this Agreement shall be adopted by any successor and that:

1. All covered Employees shall be provided employment with any successor Employer.

2. All covered Employees shall be given credit for seniority and accumulated benefits acquired as Hospital Employees.

3. Insofar as possible, that all terms and conditions of the Agreement shall continue in full force and effect.
ARTICLE 40 - DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect as of January 1, 2018 until December 31, 2020 and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to December 31st of any year. It is further agreed that both parties will exchange proposals on the first day of bargaining. If the parties are unable to agree upon any provisions or terms so requested by either party in such notice to the other party, and if agreement cannot be reached under the conciliation provisions of the Minnesota Statute applying to Charitable Hospitals, then the parties agree that all unsettled issues will either be submitted to arbitration, pursuant to Sections 179.09, 179.38 and Chapter 572 of Minnesota Statutes, or if not submitted to arbitration pursuant to agreement or statutory provisions, then the applicable provisions (if any) of the last previous agreement between the parties will continue in full force and effect as to the unsettled issues not arbitrated.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this ____ of _________, 2018

COOK COUNTY HOSPITAL
DISTRICT d/b/a NORTH SHORE HEALTH

Kay Olson
Chairperson, Hospital District Board

Administrator

FOR SEIU HEALTHCARE MINNESOTA

Karen A. Johnson
Internal Organizer

Charlie Butter

Denise Murray

Kelly Twiett
### 2018 Base Wage - increase as stated below as of the first full payperiod of 2018

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2019 Base Wage - Increase as stated below as of the payperiod including January 1, 2019

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### 2020 Base Wage - Increase as stated below as of the payperiod including January 1, 2020

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### Grade Descriptions

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15. Physical Therapist, Rehabilitation Department Manager
Welcome to SEIU Healthcare Minnesota!

1 JOIN OUR UNION: AUTHORIZATION AND MEMBERSHIP APPLICATION

I authorize SEIU Healthcare Minnesota to represent me for the purpose of collective bargaining with my current employer and any future health care employers in Minnesota and to negotiate and conclude all agreements respecting wages, hours, and other conditions of employment. I request to be a member of SEIU Healthcare Minnesota while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with SEIU Healthcare Minnesota.

NAME (PRINT CLEARLY)
HOME ADDRESS
CITY STATE ZIP CODE
HOME PHONE MOBILE PHONE
HOME EMAIL
EMPLOYER
JOB TITLE DEPARTMENT
SITE SHIFT/FLOOR
EMPLOYEE ID NUMBER
SIGNATURE DATE

By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

2 MAKE IT SIMPLE: DUES CHECK-OFF AUTHORIZATION

I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our union’s activities. I hereby request and voluntarily authorize my employer or their agent to deduct from my earnings and to pay over to SEIU Healthcare Minnesota each and every month or pay period an amount equal to the regular monthly or periodic dues uniformly applicable to members of SEIU Healthcare Minnesota.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. Mail to SEIU Healthcare Minnesota during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and SEIU Healthcare Minnesota, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the above-described window period, even if I have resigned my membership in SEIU Healthcare Minnesota. All terms of this dues check-off authorization, including the window period for revocation, shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with SEIU Healthcare Minnesota.

Contributions or gifts to SEIU Healthcare Minnesota are not deductible as charitable contributions for Federal income tax purposes, but they may be tax deductible under other provisions of the Internal Revenue Code. Contributions or gifts to SEIU COPE are not deductible for Federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

3 HOLD POLITICIANS ACCOUNTABLE: COPE CONTRIBUTIONS

I want to hold politicians accountable to working families by contributing to our political fund:

☐ $10 per bi-weekly pay period
☐ $8 per bi-weekly pay period
☐ $5 per bi-weekly pay period

I hereby authorize SEIU Healthcare MN to file this payroll deduction with my employer or their agent and authorize my employer or their agent to forward the amount listed to SEIU COPE. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with SEIU Healthcare Minnesota.

FULL NAME (PRINT CLEARLY)
SIGNATURE DATE

My signature shows I understand that: 1) This authorization is voluntary, and I am not required to sign this form or make SEIU COPE contributions as a condition of my employment or membership in the union; 2) I may refuse to contribute without any reprisal; 3) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) the amounts on this form are merely suggestions, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions or gifts to SEIU COPE are not deductible for Federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.
Letter Of Understanding

Between

Cook County Hospital and Care Center and SEIU Healthcare Mn

During the December 2017 negotiations between Cook County Hospital and Care Center and SEIU Healthcare MN, the Parties agreed that in the event the employer contemplates use of block scheduling it will refer the subject of block scheduling to the LMC for study, evaluation and recommendation before proceeding with its use.

North Shore Health

Administrator Date

SEIU Healthcare MN

Internal Organizer Date
Letter Of Understanding

Between

Cook County Hospital and Care Center and SEIU Healthcare Mn

Employer and Union Agree:

1. That employer may remove supervisory and managerial duties from the Positions (lab manager, manager of physical therapy, manager radiology, ambulance director, maintenance manager, activities manager, and housekeeping manager).
2. That at the time of the removal employer will identify those duties it asserts are supervisory and managerial to be removed.
3. That at that time employer and union, if a dispute exist over what duties are supervisory and managerial, shall meet and negotiate the issue of what duties constitute supervisory and managerial.
4. That in the event the employer and union cannot reach agreement on what duties constitute supervisory and managerial, then the matter shall be submitted to mediation and if unsuccessful to arbitration through the BMS on the sole issue of what duties constitute supervisory and managerial.
5. That upon the employer’s removal of supervisory and/or managerial duties from any of the Positions, employer and union will meet and negotiate the base wage rate for the new position that remains after removal of the supervisory and/or managerial duties.
6. Current affected department head managers will remain whole with no losses to FTE, wage rates or benefits as a result of the removal of the duties.
7. Upon removal of supervisory/managerial duties the affected department head manager(s) will be reclassified as Lead within affected department(s).
8. Employer and the Union will meet and negotiate department lead positions, duties, and wage rates.
9. Effective January 1, 2018 any and all New Hires hired into a reclassified lead positon would be at the newly developed wage scale and classification.
10. Employer acknowledges that any and all Lead Positions are part of SEIU Healthcare MN Unit.
11. In the event a dispute arises in the negotiation process of the development of the Lead position the matter of duties and wage rates would be submitted to mediation and if unsuccessful to arbitration through BMS.
12. Employer is not obligated to fill vacant Lead positions.

FOR NORTH SHORE HEALTH

Administrator

Date

FOR SEIU HEALTHCARE MN

SEIU Internal Organizer

Date