Collective Bargaining Agreement

between

North Memorial Health

and

SEIU Healthcare Minnesota

[Covering Surgical Technologists]

Effective
09/25/17 through 10/31/20
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COLLECTIVE BARGAINING AGREEMENT

This Agreement is hereby made and entered into by and between North Memorial Health (hereafter “the Employer” or “the Hospital”) and SEIU Healthcare Minnesota (hereafter “the Union”).

Article 1: Recognition

The following employees are represented by the Union.

All Surgical Technicians employed by the Employer at its acute care hospital located at 3300 Oakdale Avenue North, Robbinsdale, Minnesota; excluding professional employees, managerial employees, all other employees, and guards and supervisors as defined by the Act.

Article 2: Union Security

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

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

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

2.2 Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this Article 2 are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.

2.3 Any Union member, or employee electing to pay the representation service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital. Termination shall occur within seven (7) calendar days after receipt of written notice from the Union to the Hospital that the employee has been delinquent for more than thirty (30) days. The Union shall hold the Hospital harmless from any claims of an employee so terminated.

2.4 A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

STATEMENT TO NEW EMPLOYEE

There is a contract between this Hospital and SEIU Healthcare Minnesota covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for Surgical Technologists employed by
the Hospital in the Surgical Technologist classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

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

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

2.5 Dues/fees deductions.

2.5.1 From September 25, 2017 through October 31, 2020, the Hospital agrees to deduct Union dues and service fees for employees electing not to become Union members from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital’s obligation to continue to deduct Union dues and service fees, as provided for above, shall terminate as of October 31, 2020, unless the Union and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date.

2.5.2 The “written authorization” described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

During the Term of the 2017-2020 Agreement, it is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the employee’s authorization form upon request.

For the term of the 2017-2020 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

2.5.3 Deductions shall be made from employees’ wages in the first pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union
will hold the Hospital harmless from any dispute with any employee concerning deductions made. If, during the term of this Agreement, the Union seeks to change the timing of deductions or the method of calculating dues/service fees, the parties agree to meet and confer regarding the Hospital’s ability to implement such changes. The Hospital will not unreasonably refuse to implement a change to the Union’s dues structure that provides a single percentage rate system, applied on a per pay-period basis. The Union will give a year’s notice of any change.

2.5.4 In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties’ intent while meeting the requirements of applicable law.

Article 3: Management Rights

The management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance to Hospital rules, regulations, retirement and other policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to enter into contracts for the furnishing and purchasing of supplies and services. In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement.

Article 4: Hours of Work and Overtime

4.1 Surgical Technologists shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eighty (80) hours during the pay period or in excess of eight (8) hours in the workday.

Notwithstanding the above, Surgical Technologists working a Flexible Schedule (see subsection 5 below) shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in the workweek.

A Surgical Technologist will be paid double time for hours worked in excess of twelve (12) consecutive hours.

Only hours actually worked shall be counted towards hours worked for purposes of calculating overtime pay. PTO hours used, Medical Leave Bank (MLB) hours, and/or any and all other forms of paid leave shall not count as hours worked for purposes of calculating overtime.

There shall be no duplication or pyramiding of rates of pay in any situation, whether it involves overtime, any form of premium pay, or any combination of overtime and any form
of premium pay. Notwithstanding the previous sentence, any extra weekend shift bonus shall not be deemed mutually exclusive with any legal entitlement to overtime. In other words, this no-duplication / no-pyramiding language shall not be interpreted to preclude an employee from receiving any extra weekend shift bonus where the employee is earning such overtime.

4.2 Posting of schedules. The Employer shall determine and post the schedules for the Surgical Technologists covered by this Agreement. The schedule will normally be posted fourteen calendar days in advance of the first day of the schedule. Changes in the posted schedule will not be made without notification to the Surgical Technologist(s) affected. Notice shall be given within a reasonable time, and in person or by personal device to the Surgical Technologist(s). A change in the posted schedule for a Surgical Technologist will not be made except in an emergency situation.

4.3 General Pattern of Scheduling. The general pattern of scheduling will be as follows:

a. Surgical Technologists will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled workweek need not correspond to the calendar week and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally** scheduled in any two-week pay period.

b. Normally** there will be at least eleven (11) hours between scheduled work shifts.

c. Normally,** a Surgical Technologist will not be scheduled for split shifts on a workday.

d. Surgical Technologists will normally** not be scheduled to work more than six (6) consecutive days.

e. Normally,** Surgical Technologists who have a rotating shift will not be scheduled to work the evening shift prior to their scheduled weekend off

f. Normally,** Surgical Technologists who have a rotating shift will not be scheduled to work more than 50% of their shifts on off shifts (evenings and nights).

g. Surgical Technologists will not be scheduled to work the night shift immediately preceding a weekend off.

h. Surgical Technologists who have a shift of permanent evenings or permanent nights will receive shift differential while using PTO hours and MLB hours.

**Exceptions to the general pattern of scheduling may be made by agreement between the Employer and the employee concerned, or in the case of emergencies or other situations in which adhering to this would have the effect of depriving patients of needed care or service.
4.4 Surgical Technologists who work an eight-hour shift will normally be given a 15-minute break during that shift with no loss of pay. Normally, Surgical Technologists who work an eight-hour shift will receive a thirty-minute unpaid meal period during that shift.

Surgical Technologists who work a twelve-hour shift will normally be given one additional 15-minute break during their 12-hour shift with no loss of pay.

Nothing in this subsection shall be interpreted to prohibit the Employer from granting additional paid break time during the shift and/or a longer unpaid meal period.

4.5 Flexible Schedules. The Employer may specify that a new or vacant position that it intends to fill includes shifts in excess of eight (8) hours per work day.

With regard to a Surgical Technologist scheduled to work shifts of eight (8) hours or less, the Employer may commence scheduling such a Surgical Technologist for shifts in excess of eight (8) hours with the written agreement of the Surgical Technologist. Such a Surgical Technologist may later request to no longer be scheduled for shifts in excess of eight (8) hours; consideration of such a request shall be at the Employer’s discretion. Such a Surgical Technologist may in any case apply for or request a different position.

The Employer shall have the right to discontinue a Surgical Technologist’s schedule that contains work shifts in excess of eight (8) hours per work day by giving the Surgical Technologist a four-week written notice.

Surgical Technologists working a Flexible Schedule in accordance with this subsection shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in the workweek.

4.6 The parties agree that scheduling issues and concerns are appropriate for discussion in Labor-Management Committee meetings.

4.7 This subsection shall apply in the case of a work shift that became available after the schedule was posted. If the Employer decides that it desires to fill such work shift, it shall first offer the shift to a regular part-time employee where doing so would not put that regular part-time employee into an overtime or premium pay situation, before offering that shift to a casual Surgical Technologist. For purposes of this subsection, the Employer may use a sign-up method for regular part-time Surgical Technologists to specify their availability to work a shift that became available after the schedule was posted, and the Employer shall have no obligation to attempt to contact a Surgical Technologist who did not indicate that they were available and desired to work that shift.

4.8 Capacity Pay.

4.8.1 The Employer may in its discretion offer capacity pay in the form of an hourly premium or an extra shift bonus as determined by the Employer in order to fill hours that the Employer desires to fill. When offered as an hourly premium, capacity pay will be offered for a minimum of four hours. The Surgical Technologist must work all of the hours accepted in order to receive any capacity pay in the form of an hourly
premium. When offered as an extra shift bonus, the Surgical Technologists must work the number of hours specified in order to receive the capacity pay.

4.8.2 Notwithstanding any other provision of this Agreement that might be interpreted otherwise, the Employer may offer capacity pay to Surgical Technologists in any order as chosen by the Employer.

4.8.3 When offered as an hourly premium, the no-duplication / no-pyramiding language in subsection (1) above shall apply. However, the Manager shall have the authority to waive application of the no-duplication / no-pyramiding provision on any particular occasion. When offered as an extra shift bonus, this extra shift bonus shall not be deemed mutually exclusive with any legal entitlement to overtime; in other words, the no-duplication / no-pyramiding language in subsection (1) above shall not be interpreted to preclude an employee from receiving capacity pay in the form of an extra shift bonus where the employee is earning such overtime.

Article 5: Seniority

5.1 Definition. “Seniority” for purposes of this Article is defined as the Surgical Technologist’s number of compensated hours with the Hospital after the employee’s most recent date of employment with the Employer.

5.2 One Seniority List for Surgical Technologists Only. There shall be one seniority list that contains only the Surgical Technologists who are represented by the Union and covered by this Agreement. No other employees shall be included on this seniority list.

5.3 No Seniority Rights During Probation. Surgical Technologists shall have no seniority rights during their probationary period, and shall not be included on the seniority list during their probationary period. Upon successful completion of the probationary period, Surgical Technologists will be credited with compensated hours from their most recent date of employment with the Employer.

5.4 Posting the Seniority List. The Hospital shall on or before the sixtieth day following commencement of this Agreement prepare and post the Seniority List for the Surgical Technologists represented by the Union and covered by this Agreement. The Surgical Technologists seniority list shall thereafter be updated semi-annually on or about January 1 and July 1.

5.5 Disputes Regarding Seniority. Any dispute or challenge concerning the seniority list must be submitted to the Employer by the employee or the Union in writing within fourteen (14) calendar days of the posting of the seniority list. At the end of the fourteenth (14th) day after posting, the seniority list shall become permanent. At that point, neither the Union nor the employee may raise any dispute or make any challenge to the seniority list. If the Union and the employee fail to submit a dispute or challenge concerning the seniority list within 14 days as required by this Section, the employee and the Union forever waive any right or ability to challenge or dispute any alleged error or issue with the seniority list. The creation and/or posting of a new list that contains the same alleged error or issue that was present on a
previous list, but was not disputed or challenged within 14 days of the posting of the previous list, shall not give rise to a new 14-day period to dispute or challenge the new seniority list.

5.6 **Termination of Seniority.** An employee's seniority, and all rights incidental to seniority, shall terminate:

a. If the employee has separated from employment on an involuntary basis, or has otherwise separated from employment in conformity with this Agreement;

b. If the employee has been on layoff for a period of twelve (12) months;

c. If the employee has quit or resigned from the bargaining unit, or if the employee has retired;

d. If the employee fails to report to work as scheduled, following a leave of absence or an approved absence from work, or immediately upon being recalled; or

e. If the employee has been unable to perform any work due to a medical condition or work related injury for a period of one year.

5.7 **Filling Permanent Positions.**

5.7.1 When the Employer determines to permanently fill a position, it shall follow the process set forth in this subsection. Nothing in this subsection or this Agreement shall be interpreted to limit the Employer's right to determine whether to fill a position, or the details of the position being made available.

5.7.2 **Process.**

5.7.2.1 The Employer will post a notice of the opening online internally for a minimum of five (5) calendar days. The online posting shall include the job title (i.e., Surgical Technologist), necessary qualifications for the position, FTE, and shift (which may be rotating) for the position.

5.7.2.2 If there are one or more applicants from Surgical Technologists in the bargaining unit and covered by this Agreement who applied for the posted position during the posting period set forth in Section 5.7.2.1, the most senior qualified applicant shall have priority. If no qualified Surgical Technologist in the bargaining unit and covered by this Agreement applied for the posted position during the posting period set forth in subsection 7.2.1, the Employer shall have the sole discretion to select the candidate to fill the position, and this may be an outside applicant.

5.7.2.3 For purposes of this Section 5.7.2, “qualified” means the ability to meet the necessary qualifications and satisfactorily perform all the duties of the position within a reasonable period of orientation not to exceed three (3) weeks.
5.7.2.4 No employee shall be eligible to bid on a posted position until the employee has worked in the employee’s existing position for a minimum of six (6) months. The limitation described in the preceding sentence shall not apply if the Employer waives the employee’s non-eligibility.

5.7.2.5 The posting and selection procedure set forth in this Section 5.7.2 shall only apply to the initial permanent position that the Employer is filling through the posting process, and up to three sequential, resultant permanent openings that the Employer chooses to fill.

5.8 Layoffs and Permanent Reductions in Hours. The Employer shall have the right to implement a permanent reduction in the number of employees and/or a permanent reduction in hours. The Employer will determine the number of positions and/or hours to be reduced within the Surgical Technologist job classification, as well as the FTE mix to be achieved as the result. The Surgical Technologists affected by a permanent reduction in the number of employees and/or a permanent reduction in hours shall be determined in reverse order of seniority. Provided, however, a Surgical Technologist may be retained out of the sequence described in the preceding sentence if Surgical Technologists with greater seniority do not have the ability to perform the duties of the Surgical Technologist(s) to be laid off within a reasonable period of orientation not to exceed three (3) weeks.

Laid-off Surgical Technologists (i.e., those who are not working as the result of a layoff) will be recalled in the reverse order of seniority, provided that the senior Surgical Technologist to be recalled is presently qualified to perform all aspects of the position to be filled, with no additional orientation or training needed. Laid-off Surgical Technologists are eligible for recall for a period of twelve (12) months. When the Hospital determines to recall a laid-off employee, it shall attempt to contact that employee by e-mail at the employee’s last known personal e-mail address, and by telephone at the employee’s last known personal telephone number(s).

5.9 Prior to using the procedure described in subsection 8 above, the Hospital shall first seek volunteers to accomplish the necessary reductions, but the Employer is under no obligation to select a volunteer for layoff or a permanent reduction in hours prior to the action affecting a Surgical Technologist who did not volunteer.

5.10 The Hospital will also advise the Union in advance of any layoff and upon request of the Union, the parties shall meet to discuss the implementation or the effect of any actual or proposed layoff.

5.11 At the time of laying-off an employee, the Employer will instruct the employee in writing that it is the employee’s responsibility to immediately notify the Employer of any change in the employee’s e-mail address and telephone number(s) during the period of recall rights.

Article 6: Leaves of Absence

6.1 Family and Medical Leave. Employees who have been employed with the Employer for twelve (12) months and who have worked twelve hundred fifty (1,250) hours during the previous twelve (12) month period immediately prior to the requested leave of absence may
be eligible to take up to a total of twelve (12) weeks of unpaid leave during a rolling twelve (12) month period which rolling period will commence with the onset of the employee’s approved leave of absence. Events which may qualify for a leave are as follows:

a) Birth of the employee’s child or placement of a child with the employee for adoption or foster care;

b) When an employee is unable to perform the functions of his or her position because of a serious health condition; or

c) When the employee is needed to care for the spouse, son or daughter or parent of the employee, if such person has a serious health condition.

The Employer reserves the right to require certification from a physician attesting to the serious health condition described in situations (b) and (c) above, and the Employer may also require periodic updates regarding the condition of the employee or such person as provided for in situations (b) and (c) above. The employee must use any accrued paid time off (PTO) for the time while on a leave of absence, except that, for a leave under this paragraph number one, the employee may elect to retain a maximum PTO balance of up to two weeks at the employee’s FTE status (e.g., a 0.8 FTE Surgical Technologist could elect to retain up to 64 hours of PTO). The employee must use any medical leave bank (MLB) hours, if applicable; MLB hours are used before PTO hours. If an employee knows in advance that he/she will be taking a leave of absence as described in this paragraph, the employee must notify his/her supervisor at least thirty (30) days in advance of the beginning date of the requested leave. If circumstances require that the leave begin in less than thirty (30) days, the employee must notify his/her supervisor as soon as practicable. If an employee returns to work in the period of the leave as set forth above, that employee will be returned to his/her former position or an equivalent position. Except as required by law, fringe benefits shall not accrue or apply during a leave of absence authorized under this paragraph number one.

Surgical Technologists between 0.50 FTE and 1.0 FTE shall be paid the following holiday benefit, provided that the employee used PTO hours and/or MLB hours during the same pay period as the holiday. This is the benefit set forth in Article 20, subsection 5, applicable to the Surgical Technologists, with the holiday hours paid-out, provided that the employee meets the eligibility requirements. The holidays are New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The number of paid holiday hours is dependent upon the employee’s FTE status. The benefit is 8.0 hours paid for the holiday for a 1.0 FTE Surgical Technologist, with the hours prorated for eligible employees less than 1.0 FTE, down to 0.5 FTE. (For example, it is 7.2 hours paid for a 0.9 FTE employee; it is 6.4 hours paid for a 0.8 FTE employee, and so forth, down to Surgical Technologists at 0.5 FTE.)

6.2 Personal Leave.

6.2.1 Requests for an unpaid leave of absence for some other reason or purpose (including additional leave of absence time for an illness or medical condition on top of a leave of absence granted under Subsection 1 above) shall be submitted in accordance with
Section 2.4 below. The maximum period for an allowable personal leave shall be one year. Such requests will be granted at the discretion of the Employer.

6.2.2 If the request is granted, the employee must use all available PTO. If the approved leave is for an illness or medical condition qualifying for the use of MLB hours, the employee must use all available MLB hours. (MLB hours are used before PTO hours.) Seniority shall not accrue during a personal leave, nor will any fringe benefits accrue during a personal leave. Notwithstanding the previous sentence, the employee will accrue seniority hours and benefits credit during the leave for any compensated hours through the use of PTO during the leave. If the employee is participating in the health insurance plan at the commencement of the employee’s leave, the employee may continue to participate in the plan during the leave, provided that the employee pays 100% towards the cost of the premiums. Notwithstanding the previous sentence, the employee will continue to receive the normal Employer contribution towards the cost of health insurance through the end of that calendar month to the extent that the employee meets the eligibility requirements by virtue of using paid time.

6.2.3 If the leave as approved by the Employer was for a period of twelve weeks or less, the employee will be returned to his/her FTE and shift on the scheduled / approved date for the employee’s return, provided that the employee has in fact returned to work as scheduled.

If the leave as approved by the Employer was for a period of twelve weeks or more, and the employee returned to work as scheduled, the employee will be returned to his/her job classification.

6.2.4 All requests for personal leaves of absence must be in writing and include the reason, date to start, expected date of return. The written request must be given to the department manager at least thirty (30) days before the start of the leave unless the circumstances giving rise to the leave do not permit, in which case the employee must submit the request as soon as practicable.

Article 7: Grievance and Arbitration

7.1 A grievance is hereby defined as any claim by the Union or an employee relating to the interpretation of or adherence to the terms and provisions of this Agreement.

7.2 The steps in the grievance procedure are as follows:

STEP ONE – The employee will informally discuss the grievance with the employee’s immediate supervisor. Representatives of the Union shall also have the right to directly discuss the grievance with the Hospital in an attempt to resolve it.

STEP TWO – If the grievance is not resolved under Step One, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to the Hospital’s personnel department. The written grievance must be submitted to the Hospital within twenty (20) calendar days following the date of occurrence. A grievance relating to
pay shall be timely if received by the Hospital within thirty (30) calendar days after the payday for the period during which the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital and Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

STEP THREE – If the grievance is not resolved in Step Two, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Hospital within twenty (20) calendar days following the Step Two meeting.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

Article 8: No Strikes or Lockouts

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the Grievance and Arbitration provisions of Article 7 of the Agreement.

Article 9: Discharge and Discipline

9.1 The Hospital shall not discipline a Surgical Technologist without just cause. A written notice of any discharge or disciplinary suspension shall be given the Surgical Technologist, and a copy thereof shall be sent to the Union. The Union shall also be furnished with copies of any written reprimands that may be issued to a Surgical Technologist. A Surgical Technologist shall be entitled to inspect evaluation reports, disciplinary notices or records and attendance records contained in the Surgical Technologist’s personnel file during reasonable times.
9.2 In connection with investigatory interviews of a Surgical Technologist conducted by the Surgical Technologist in which a Surgical Technologist reasonably believes that such investigation will result in disciplinary action, a Surgical Technologist upon her/his request shall be entitled to have a representative of the Union present.

Article 10: Probationary Period

The first 90 calendar days of employment of any Surgical Technologist shall be a probationary period. The Employer may extend a Surgical Technologist’s probationary period thirty (30) calendar days on one or two occasions. The Employer shall notify the Union seven (7) or more calendar days in advance when it is extending a Surgical Technologist’s probationary period by thirty (30) days whether it is the first or second such extension. Any absences of longer than two consecutive weeks in duration are not counted as part of the probationary period, meaning that the probationary period shall automatically be extended by the length of any such absence. During the probationary period, the employee shall have no seniority rights under any provision of this Agreement, and the employee may be terminated from employment for any reason, and such action shall not be subject to dispute or challenge.

Article 11: Insurance

11.1 Health Insurance. Eligible employees may elect to be covered by the Employer’s non-contract health insurance program as it may be amended from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-contract employees.

Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the plan.

11.2 Dental Insurance. Eligible employees will be offered the opportunity to purchase dental insurance at their own expense. Notwithstanding the previous sentence, the Employer may if it so chooses contribute toward the costs of the monthly premiums. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the plan.

11.3 Life Insurance. The Employer will provide eligible employees with a life insurance benefit under the same terms and conditions as the Employer’s non-contract employees. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the plan.

Article 12: Bereavement Pay

A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of making arrangements and/or attending the funeral or memorial service of the deceased. Such days off shall be consecutive with one of the days being the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital.
Such request for different days off will not be unreasonably denied. Casual Surgical Technologists are not eligible for the bereavement pay benefit.

**Article 13: Jury Duty Pay**

When a Surgical Technologist receives notice of jury duty, the Surgical Technologist 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 for scheduled work days that are missed because of jury duty during that period. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first shift at straight time and be paid in full, therefore, minus the amount evidenced by the employee's jury check. In no event shall jury allowance be made in any one (1) calendar year to an employee for over two (2) weeks of such service.

The following shall apply:

- Surgical Technologists scheduled for the day shift who are released from jury duty early, or who are not required to report that day at all, shall notify their immediate supervisor immediately and report to work if so directed. If the Surgical Technologist scheduled for the day shift is released later than 1 p.m., the employee will not be required to report to work for the remainder of their shift that day.

- Surgical Technologists scheduled for the evening shift who are released from jury duty prior to 1 p.m., or who are not to report that day at all, shall notify their immediate supervisor immediately and report to work for the scheduled shift if directed.

- Upon receiving notice of their jury duty, Surgical Technologists normally scheduled for straight nights shall meet with management to discuss their work schedule during jury duty, as it may change for such period.

- An employee will not be required to work later than 7:00 p.m. on any day the employee reported for jury duty.

If requested by the Employer due to patient needs, the employee will cooperate with the Employer in requesting a postponement of jury duty. Neither party determines the granting of the request for postponement, and therefore must abide by the decision made by the applicable court.

Casual Surgical Technologists are not eligible for the jury duty pay benefit.

**Article 16: Retirement Plan**

16.1 The Employer will provide to eligible Surgical Technologists the opportunity to participate in its retirement plan(s) under the same terms and conditions as made available, from time to time, to the Employer’s non-contract employees.
Article 17: On-Call and Low Need Days

17.1 Employees who are assigned to be off-premises on-call shall be paid at $6.50 per hour for such on-call hours. Off-premises on-call hours shall not be considered hours worked for purposes of overtime, and no overtime payment shall be made for such hours.

A Surgical Technologist who is called-in from off-premise call will receive a minimum of four (4) hours of work or pay. This guarantee does not apply to a Surgical Technologist who desires or requests to work less than four (4) hours. A Surgical Technologist is only eligible for one report-in guarantee per assigned block of off-premise on-call hours; that is, a Surgical Technologist who is called-in from off-premise call more than once during an assigned block of off-premise on-call hours does not receive this report-in guarantee for the second or subsequent instances of being called-in to work.

17.2 Employees who are assigned to be on-premises on-call shall be paid at the minimum wage rate per hour for such on-call hours. On-premises on-call hours shall be considered hours worked for purposes of overtime.

Prior to assigning Surgical Technologists to mandatory on-premises on-call for a period that exceeds twelve (12) consecutive weeks, the Employer shall provide notice to the Union and – upon request – meet with the Union regarding the matter.

17.3 When an on-call employee (whether off-premise or on-premise) is actually called-in to work, the employee shall not receive pay at the on-call rate on top of the employee’s pay for performing work.

17.4 In the event the Employer determines a need to reduce the number of Surgical Technologists scheduled for a particular day or on a particular shift, the Employer may require one or more Surgical Technologists to take low-need days. Surgical Technologists may be assigned a low-need day by being reduced to on-call (off-premise or on-premise), or they may be relieved of duty entirely for the shift. Prior to assigning Surgical Technologists to low-need days, the Employer will first ask if there are any volunteers. However, the Employer is not obligated to assign a low-need day to a volunteer prior to assigning the absent day on an involuntary basis to a non-volunteer where the Employer determines that assigning the low-need day to the volunteer could negatively impact the care provided to patients.

An employee who volunteers for or is assigned a low-need day (whether reduced to on-call or relieved of duty entirely) shall receive credit for the hours for purposes of PTO accrual and seniority hours.

Article 18: Paid Time Off (PTO)

18.1 Eligible employees will receive paid time off (PTO) benefits under the same PTO program as the Employer’s non-contract employees as it may be amended from time-to-time by the Hospital.

18.2 PTO may be taken throughout the year subject to staffing needs.
Commencing no later than February 1, employees may bid in an open bidding process on PTO for the period May 15 through September 15, and such PTO shall be granted on a seniority basis. Bidding is limited to ten (10) days.

PTO requests submitted at other times shall be granted on a “first-come, first-serve” basis. An employee may not make a PTO request more than four months prior to the first requested day off.

The granting of PTO shall be subject to staffing needs. In order for a PTO request to be considered, it must be the case that the employee has adequate PTO time to cover the requested day(s), or is expected to accrue adequate PTO by the time of the requested day(s).

18.3 Surgical Technologists who have been employed for one year or more shall receive pay for accrued but unused PTO after their separation, provided that the Surgical Technologist provides a minimum of 14 calendar days’ written notice prior to their last day worked.

Article 19: [Reserved for future use]

Article 20: Holidays

20.1 For purposes of this Section, the following days are the holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. For purposes of this Section, the Christmas holiday commences at 1445 military time on December 24 and concludes at 2245 military time on December 25. For purposes of this Section, the New Year’s Day holiday commences at 1445 military time on December 31 and concludes at 2245 military time on January 1.

20.2 Surgical Technologists may be scheduled or required by the Employer to work on holidays. Holidays will be scheduled in a manner that ensures that all Surgical Technologists work their share of holidays. The Employer will use a system for scheduling holidays that utilizes a seniority-based sign-up process.

20.3 Weekend schedules shall take precedence over the holiday, meaning that, if the holiday falls on the Surgical Technologist’s regular weekend to work, the Surgical Technologist will be scheduled or required to work that holiday.

20.4 Notwithstanding subsection 3 immediately above, a Surgical Technologist will normally not be scheduled or required to work the Christmas holiday two years in a row. That is, the Christmas holiday is the one and only exception to the general rule in subsection 3 immediately above. It is understood and agreed that, if the Christmas holiday falls on the weekend, the application of this subsection may result in adjustments to Surgical Technologists’ weekend schedules during the 4-week schedule that includes the holiday.

20.5 Surgical Technologists shall be paid for actually working on a holiday in accordance with this subsection.

a. 0.50 FTE to 1.0 FTE. Except for the Christmas Day holiday and New Year’s Day holiday, Surgical Technologists between 0.50 FTE and 1.0 FTE shall receive time
and one-half their straight time regular rate of pay for hours actually worked on the holiday (i.e., hours between 0000 and 2359 military time).

With regard to the Christmas Day holiday, Surgical Technologists between 0.50 FTE and 1.0 FTE shall receive time and one-half their straight time regular rate of pay for hours actually worked in the period between 1445 military time on December 24 and 2245 military time on December 25.

With regard to the New Year’s Day holiday, Surgical Technologists between 0.50 FTE and 1.0 FTE shall receive time and one-half their straight time regular rate of pay for hours actually worked in the period between 1445 military time on December 31 and 2245 military time on January 1.

In order to be paid the holiday premium set forth in this subparagraph (a), the Surgical Technologist must work four or more hours during the holiday (i.e., the hours between 0000 and 2359 military time except for Christmas Day and New Year’s day for which it is the hours between 1445 military time the day before the holiday (December 24 / 31) and 2245 military time on the recognized holiday (December 25 / January 1).

As described in this subparagraph (a), premium pay is only paid for hours worked during the actual holiday (as defined in this subsection 1 and in this subparagraph), and the Surgical Technologist only qualifies for holiday premium pay if the employee worked four or more hours during the actual holiday (as defined in subsection 1 and in this subparagraph).

b. **0.00 FTE up to 0.49 FTE.** Except for the Christmas Day holiday and New Year’s Day holiday, Surgical Technologists between 0.00 FTE and 0.49 FTE shall receive two times their straight time regular rate of pay for hours actually worked on the holiday (i.e., hours between 0000 and 2359 military time).

With regard to the Christmas holiday, Surgical Technologists between 0.00 FTE and 0.49 FTE shall receive two times their straight time regular rate of pay for hours actually worked in the period between 1445 military time on December 24 and 2245 military time on December 25.

With regard to the New Year’s Day holiday, Surgical Technologists shall receive two times their straight time regular rate of pay for hours actually worked in the period between 1445 military time on December 31 and 2245 military time on January 1.

In order to be paid the holiday premium set forth in this subparagraph (b), the Surgical Technologist must work four or more hours during the holiday (i.e., the hours between 0000 and 2359 military time except for Christmas Day and New Year’s day for which it is the hours between 1445 military time the day before the holiday (December 24 / 31) and 2245 military time on the recognized holiday (December 25 / January 1).
As described in this subparagraph (b), premium pay is only paid for hours worked during the actual holiday (as defined in this subsection 1 and in this subparagraph), and the Surgical Technologist only qualifies for holiday premium pay if the employee worked four or more hours during the actual holiday (as defined in subsection 1 and in this subparagraph).

20.6 Surgical Technologists between 0.50 FTE and 1.0 FTE shall be entitled to the holiday benefit described in this subsection.

Surgical Technologists between 0.50 FTE and 1.0 FTE are eligible for a scheduled day off on the holiday or within two weeks prior to or following the holiday if they are unable to take a scheduled day off on the holiday. The number of holiday hours for this benefit is dependent upon the employee's FTE status at or above 0.50 FTE. The benefit is 8.0 hours per holiday for a 1.0 FTE Surgical Technologist, with the hours prorated for eligible employees between 0.5 FTE and 1.0 FTE. (For example, it is 7.2 hours for a 0.9 FTE employee; it is 6.4 hours for a 0.8 FTE employee, and so forth, down to Surgical Technologists at 0.5 FTE.) An employee is required to use PTO to cover the remaining balance of hours for the relevant shift length.

In the event a Surgical Technician is unable to take the holiday off and is also unable to take an alternate day off two weeks prior to or following the holiday, and that employee’s manager agrees that the employee’s workload does not allow the employee to take a day off during that period, the manager may approve that the employee be credited with PTO hours added to their PTO balance equal to the number of hours that the employee was entitled to receive under this subsection.

Surgical Technologists below 0.50 FTE are not entitled to the holiday benefit set forth in this subsection.

Article 21: [Reserved for future use]

Article 22: Shift of Choice

22.1 A Surgical Technologist upon reaching 31,200 compensated hours for purposes of seniority (Article 5, subsection 1), is eligible to make a request for shift of choice.

22.2 A Surgical Technologist’s ability to make a request for shift of choice is strictly limited to the shift – i.e., day, relief, or night. Shift of choice does not include or involve any other aspect of scheduling, such as (but not limited to) a preferred weekend rotation, assigned or rotated holidays, schedule (days working / days off), on-call team or rotation, and/or their particular team.

22.3 A request for shift of choice will not be granted where the Employer determines that granting the request would have an adverse impact on patient care, or might have the effect of depriving patients of needed care or service, taking into account factors such as (but not necessarily limited to) the experience level of the Surgical Technologists across all shifts, as well as the skill set of the Surgical Technologists across all shifts.
22.4 The Employer may suspend the shift of choice for one or more Surgical Technologists for whom it has been granted, provided that the Employer provides the Surgical Technologist with at least 28 days' written notice.

Article 23: Wages

23.0 Effective October 2, 2017, each bargaining unit member as of the ratification date of this Agreement shall receive a wage increase. The new wage rates for these members of the bargaining unit, effective October 2, 2017, are set forth in a separate document that was signed and dated by the parties on the date that the parties reached the Tentative Agreement precipitating this Agreement.

23.1 Minimum Wage Rates. The minimum wage rates for employees covered by this Agreement are contained in Appendix A.

23.2 Step Increases. After the pay period running from October 2, 2017 through October 15, 2017, Surgical Technologists become eligible for a wage increment (or step increase) upon reaching the next applicable number of compensated hours as set forth in Appendix A. (Such increases are based upon reaching the compensated hours benchmarks; the references to years or steps in Appendix A or elsewhere are for convenience only.) Such compensated hours for purposes of this section shall not include off-premises on-call hours, on-premises on-call hours, or low need hours. Compensated hours counting towards the next step increase shall be capped at 80 hours in a pay period.

All step increases shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable compensated hours benchmark.

Effective the beginning of the day October 2, 2017, each bargaining unit member is starting with the number of compensated hours appearing adjacent to the employee’s name on a separate document that was signed and dated by the parties on the date that the parties reached the Tentative Agreement precipitating this Agreement. The number of starting hours on this document is to be used towards determining when the Surgical Technologist becomes eligible for a step increase; this number does not reflect a Surgical Technologists seniority hours.

23.3 Experience credit. The Employer may afford experience credit to new hires, thereby paying them a wage rate that is higher than the Start rate for the Surgical Technologist job classification.

23.4 A higher rate than the minimum wage rate set forth in Appendix A may be paid to the employee if the Employer so desires, provided that the Employer provides advance notice to the Union.
Article 25: General Provisions

25.1 The Union Steward, Union Bulletin Board, and Union Representative Access — Upon the execution of this Agreement, and immediately upon any change, the Union shall provide the Employer with written notice as to the identity of the duly appointed union steward. The union steward is not permitted to perform any union business during working time.

Two bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The Union Representative for the Union or the Steward shall have access at all reasonable times to such bulletin boards and to such other non-patient, non-public areas to be designated by the Hospital to discharge the employee’s duties as representative of the Union.

25.2 Conflicting Agreements - The Hospital agrees not to enter into any agreement or contract with the employees covered by this Agreement, either individually or collectively, which conflicts with any of the provisions of this Agreement.

25.3 Labor-Management Meeting — The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Hospital. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor management meeting.

The parties will aspire to meet on a monthly basis. The Employer and the Union may have an equal number of participants present at a labor management meeting. At least one participant on behalf of the Employer will be a member of the Human Resources department. (A guest that is present solely to present information shall not be counted as a party representative.) An agenda will be prepared in advance.

The parties agree that scheduling issues and concerns are appropriate for discussion in Labor Management Committee meetings. There shall be a standing agenda item for scheduling issues and concerns. The Union will provide the Employer with advance notification of any specific scheduling issues and concerns that it desires to discuss at an LMC meeting, and where possible the agenda shall include an identification of the specific issue(s). The parties will cooperate with each other in identifying and furnishing copies of relevant materials in time for the LMC meeting.

25.4 Health Program — A physical examination which may include a chest X ray and Mantoux test shall be given a Surgical Technologist within one (1) week of her/his employment and repeated without cost to the Surgical Technologist. The Surgical Technologist shall be given a report of the examination, and a confidential record shall be kept.

25.5 Casual Surgical Technologists.

25.5.1 A “casual Surgical Technologist” is a Surgical Technologist who is not regularly scheduled to work a defined number of hours per pay period (i.e., does not have an authorized FTE status).
25.5.2 Casual Surgical Technologists are covered by this Agreement.

25.5.3 The Employer’s authority to determine the hours of work and to assign shifts and/or work schedules for casual Surgical Technologists is limited only to the extent expressly restricted in this written Agreement.

25.5.4 The Employer shall have the right to set expectations and/or requirements with regard to a casual Surgical Technologist’s availability to work, including minimum frequency and/or minimum availability at certain times and/or days of the week (e.g., weekends, evenings, nights). Notwithstanding any other provision in this Agreement that might be interpreted otherwise, the Employer shall have the right to terminate a casual Surgical Technologist for failing to meet such expectations or requirements, and any such termination shall not subject to dispute or challenge.

25.6 It shall be understood that any reference in this contract to “regularly scheduled to work an average . . .” shall always refer to and be defined to include only Surgical Technologists who hold an authorized FTE (full-time equivalent) position.

25.7 Retention Bonus Program. The Employer may, from time to time, in its discretion, implement a retention bonus program, under such terms as the Employer may select. The Employer may also in its discretion modify or discontinue such program(s).

After determining that it intends to implement a retention bonus program, the Employer will notify the Union. Further, if the Union makes a good-faith request to meet regarding the topic of a retention bonus program, the Employer will meet with the Union.

**Article 26: Health and Safety**

26.1 It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

26.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

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

Bargaining unit employees designated by SEIU Healthcare Minnesota in such numbers as agreed upon by the Union and Employer may participate as members of the Hospital’s Health and Safety Committee (or a comparable committee addressing health and safety issues).
function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

26.4 SEIU Health and Safety concerns will be addressed either through the Hospital's existing Health and Safety Committee (See LOU #1) or as a component of the Hospital’s Labor Management Committee (LMC) as a standing agenda item. These concerns may include the consideration and development of recommendations on health and safety matters. The Hospital will cooperate in providing relevant background information to the LMC or Health and Safety Committee.

An SEIU member of the Hospital’s Health and Safety Committee will be allowed to participate in OSHA and other regulatory inspections upon the request of the inspecting agency and to make such recommendations as provided by state or federal law and consistent with LOU #1.

26.5 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 policy.

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

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

[Remainder of this page intentionally left blank.]
Article 27: Duration and Renewal

Except as otherwise provided herein, this Agreement shall be in full force and effect from September 25, 2017 through October 31, 2020. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to November 1, 2020 or November 1 of any year thereafter of its intention to change, modify or terminate this Agreement.
## APPENDIX A

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LETTERS OF UNDERSTANDING

Letter of Understanding #1

The Hospital will allow one Surgical Technologists to be a member of an existing Hospital wide Safety Committee which has, as members, non-management representatives from various job classifications from within the Hospital. The Hospital will not be obligated to pay the Surgical Technologists for his or her attendance unless all other members of this Committee are paid. If the Hospital does not currently have such a committee, it will not be obligated to create one.

North Memorial Health

\[\text{Signature} \quad \text{Date} \]

SEIU Healthcare Minnesota

\[\text{Signature} \quad \text{Date} \]

Letter of Understanding #2

This is to confirm this agreement reached during the 2017 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation, or service in the Armed Services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local Hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings. Participation in diversity committee meetings will be paid at straight time.

North Memorial Health

\[\text{Signature} \quad \text{Date} \]

SEIU Healthcare Minnesota

\[\text{Signature} \quad \text{Date} \]